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नई दिल्ली, शनिवार, जून 29, 2002/आषाढ़ 8, 1924
NEW DELHI, SATURDAY, JUNE 29, 2002/ASADHA 8, 1924

इस भाग में मिल चुक संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में
रखा जा सके

Separate paging is given to this Part in order that it may be filed as a
separate compilation

भाग II—खण्ड 3—उप-खण्ड (II) PART II—Section 3—Sub-Section (II)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांख्यिक आदेश और अधिसूचनाएँ
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

कामिक लोक, शिकायत तथा पेंशन मंत्रालय
(कामिक और प्रशिक्षण विभाग)
नई दिल्ली, 13 जून, 2002

का.आ. 2110.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष
पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम
सं. 25) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते
हुए निम्नलिखित अपराधों को दिल्ली विशेष पुलिस स्थापना
द्वारा अन्वेषित किए जाने वाले अपराधों के रूप में विनिर्दिष्ट
करती है, नामतः—

- (क) आतंकवाद निरोधक अधिनियम, 2002 (2002
का अधिनियम सं. 15) के अधीन दंडनीय अपराध।
- (ख) उपर्युक्त खंड (क) में उल्लिखित अपराधों से
संबंधित अथवा संसक्त प्रयत्न बुद्धिरेण और
षडयंत्र तथा उसी संव्यवहार के अनुक्रम में किए गए
अथवा उन्हीं तथ्यों से उद्भूत कोई अन्य अपराध।

[सं. 228/37/2002-ए.वी.डी.-II]
परमा नन्द, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC
ADVANCES AND PENSIONS
(Department of Personnel & Training)

New Delhi, the 13th June, 2002

S.O. 2110.—In exercise of the powers conferred
by section 3 of the Delhi Special Police Establish-
ment Act, 1946 (Act No. 25 of 1946), the Central
Government hereby specifies the following offences
which are to be investigated by the Delhi Special
Police Establishment namely :—

- (a) Offences punishable under the Prevention
of Terrorism Act, 2002 (Act No. 15 of 2002).
- (b) Attempts, abetments and conspiracies in
relation to or in connection with the offences
mentioned in clause (a) above and any other
offence committed in the course of the same
transaction or arising out of the same facts.

[No. 228/37/2002-AVD-II]
PARMA NAND, Under Secy.

वित्त मंत्रालय

Sixty one lakh eighty thousand only chargeable on account of the stamp duty on Bonds described as:—

(राजस्व विभाग)

आदेश

नई दिल्ली, 6 जून, 2002

स्टाम्प

का.आ. 2111.—भारतीय स्टाम्प अधिनियम 1899 (1899 का 2) की धारा 9 की उप-धारा (i) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा सेन्ट्रल बैंक ऑफ इण्डिया मुम्बई को मात्र इकतीस लाख अस्सी हजार रुपये का समेकित स्टाम्प शुल्क अदा करने की अनुमति प्रदान करती है जो उक्त बैंक द्वारा जारी किए जाने वाले नीचे वर्णित बंधपत्रों पर स्टाम्प शुल्क के कारण प्रभावी है:—

(क) मात्र सड़सठ करोड़ रुपये का समग्र मूल्य के प्रोमिसरी नोटों के स्वरूप वाले 1 से 1570 तक की विशिष्ट संख्या वाले प्रत्येक पांच-पांच लाख रुपये के असुरक्षित विमोक्ष्य, गौण-श्रेणी II (शृंखला IV) उबबन्ध पत्र, और

(ख) मात्र पांच करोड़ रुपये के समग्र मूल्य के प्रोमिसरी नोटों के स्वरूप वाले 1431 से 1530 तक की विशिष्ट संख्या वाले प्रत्येक पांच-पांच लाख रुपये के असुरक्षित, विमोक्ष्य, गौण-श्रेणी II (शृंखला IV) बंधपत्र ।

[सं. 33/2002-स्टाम्प/फा. सं. 33/45/2002-बि. क.]

आर. जी. छाबड़ा, अवर सचिव

MINISTRY OF FINANCE

(Department of Revenue)

ORDER

New Delhi, the 6th June, 2002

STAMPS

S.O. 2111.—In exercise of the powers conferred by clause (b) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits Central Bank of India Mumbai to pay consolidated stamp duty of rupee

(a) Unsecured Redeemable Subordinate-Tier II (Series-IV Bonds in the nature of Promissory Notes of rupees five lakh each bearing distinctive numbers from 1 to 1570 aggregating to rupees sixty seven crore only, and

(b) Unsecured Redeemable Subordinate Tier II (Series-IV) Bonds in the nature of Promissory Notes of rupees five lakh each bearing distinctive numbers from 1431 to 1530 aggregating to rupees five crore only, to be issued by the said Bank.

[No. 33/2002-Stamp/F. No. 33/45/2002-ST]

R.G. CHHABRA, Under Secy.

आदेश

नई दिल्ली, 6 जून 2002

स्टाम्प

का.आ. 2112.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा सेन्ट्रल बैंक ऑफ इण्डिया मुम्बई को मात्र दो करोड़ बहत्तर लाख तेरह हजार चालीस रुपये का समेकित स्टाम्प शुल्क अदा करने की अनुमति प्रदान करती है, जो उक्त बैंक द्वारा जारी किए जाने वाले मात्र दो सौ बहत्तर करोड़ तेरह लाख चार हजार रुपये के समग्र मूल्य के प्रोमिसरी नोटों के स्वरूप में असुरक्षित, विमोक्ष्य, गौण बीआरएम (स्वैच्छक सेवा निवृत्ति स्कीम) बंधपत्रों पर स्टाम्प शुल्क के कारण प्रभावी है।

[सं. 32/2002/स्टाम्प/फा. सं. 33/44/2002-बि. क.]—

आर. जी. छाबड़ा, अवर सचिव

ORDER

New Delhi, the 6th June, 2002

STAMPS

S.O. 2112.—In exercise of the powers conferred by clause (b) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits Central Bank of India, Mumbai to pay consolidated stamp duty of rupees two crore seventy two lakh thirteen thousand fifty

only chargeable on account of the stamp duty on Unsecured Redeemable, Subordinate VRS Bonds in the nature of Promissory Notes aggregating to rupees two hundred seventy two crore thirteen lakh four thousand only, to be issued by the said Bank.

[No. 32/2002-Stamp/F. No. 33/44/2002-ST]

R.G. CHHABRA, Under Secy.

(केन्द्रीय प्रत्यक्ष कर बोर्ड)

नई दिल्ली, 4 जून, 2002

(आयकर)

का.आ. 2113.—सामान्य जानकारी के लिए यह अधिसूचित किया जाता है कि केन्द्र सरकार अधोलिखित संगठन को उनके नाम के सामने उल्लिखित अवधि के लिए आयकर नियमावली, 1962 के नियम 6 के साथ पठित आयकर अधिनियम, 1961 की धारा 35 की उपधारा (1) के (ii) के प्रयोजनार्थ संघ श्रेणी के अन्तर्गत निम्नलिखित शर्तों के अधीन अनुमोदित करती है :—

- (i) अधिसूचित संघ अपने अनुसंधान कार्यकलापों के लिए अलग लेखा बहियों का रख-रखाव करेगा;
- (ii) अधिसूचित संघ प्रत्येक वित्तीय वर्ष के लिए अपनी वैज्ञानिक अनुसंधान गतिविधियों की वार्षिक रिटर्न प्रत्येक 31 मई को अथवा उससे पहले सचिव, वैज्ञानिक और औद्योगिक अनुसंधान विभाग "टेकनोलाजी भवन" न्यू मेहरोली रोड, नई दिल्ली-110016 को प्रस्तुत करेगा;
- (iii) अधिसूचित संघ केन्द्र सरकार की तरफ से तय दिष्ट निर्धारण अधिकारी को आयकर की विवरणी प्रस्तुत करने के अतिरिक्त अपने लेखा परीक्षित वार्षिक लेखों की एक प्रति तथा अपने अनुसंधान कार्यकलापों जिसके लिए आयकर अधिनियम, 1961 की धारा 35 की उपधारा (1) के अन्तर्गत छूट प्रदान की गई थी, के संबंध में आय एवं व्यय खाते की लेखा परीक्षा की भी एक प्रति संस्था पर अधिकार क्षेत्र वाले (क) आयकर महानिदेशक (छूट) 10 मिडिलटन रो, पांचवां तल, कलकत्ता 700071 (ख) सचिव, वैज्ञानिक एवं औद्योगिक अनुसंधान विभाग तथा (ग) आयकर आयुक्त आयकर निदेशक (छूट) को प्रत्येक वर्ष 31 मई तक को भेजा जाने पर प्रस्तुत करेगा।

क. अनुमोदित संगठन का नाम सं.	अवधि जिसके लिए अधिसूचना प्रभावी है
1. के.जे. रिसर्च फाउण्डेशन, 941, पूनामले हाई रोड, चेन्नई-600084	1-4-2000 से 31-3-2003 तक

टिप्पणी : अधिसूचित संघ को सलाह दी जाती है कि वे अनुमोदन के नवीकरण के लिए तीन प्रतियों में और पहले ही अधिकार क्षेत्र वाले आयकर आयुक्त/आयकर निदेशक (छूट) के माध्यम से केन्द्र सरकार को आवेदन करें। अनुमोदन के नवीकरण के लिए आवेदन पत्र की तीन प्रतियाँ सचिव, वैज्ञानिक और औद्योगिक अनुसंधान विभाग को सीधे भेजी जाएंगी।

[अधिसूचना सं. 130/2002 (फा. सं. 203/46/2001-आयकर नि-II)]

संगीता गुप्ता, निदेशक (आयकर नि. II)

(Central Board of Direct Taxes)

New Delhi, the 4th June, 2002

Income-Tax

S.O. 2113.—It is hereby notified for general information that the organisation mentioned below has been approved by the Central Government for the period mentioned against the name, for the purpose of clause (ii) of sub-section (1) of section 35 of the Income-tax Act 1961, read with Rule 6 of the Income-tax Rules, 1962 under the category "Association" subject to the following conditions :

- (i) The notified Association shall maintain separate books of accounts for its research activities.
- (ii) The notified Association shall furnish the Annual Return of its scientific research activities to the Secretary, Department of Scientific & Industrial Research, 'Technology Bhawan', New Mehrauli Road, New Delhi-110016 for every financial year on or before 31st May of each year.
- (iii) The notified Association shall submit, on behalf of the Central Government to (a) the Director General of Income-tax (Exemptions), 10 Middleton Row, 5th Floor, Kolkata-700071 (b) the Secretary, Department

of Scientific & Industrial Research, and (c) the Commissioner of Income tax/Director of Income tax (Exemptions) having jurisdiction over the organisation, on or before the 31st October each year, a copy of its audited Annual Accounts and also a copy of audited Income & Expenditure Accounts in respect of its research activities for which exemption was granted under sub-section (1) of section 35 of Income tax Act, 1961 in addition to the return of income tax to the designated assessing officer.

S.No.	Name of the organisation	Period of which approved	Notification is effective
	K.J. Research Foundation,		Notification
	941, Poonamallee High Road,		is effective
	Chennai-600084	1-4-2000 to	31-3-2003

Notes : The notified Association is advised to apply in triplicates and well in advance for renewal of the approval, to the Central Government through the Commissioner of Income tax/Director of Income tax (Exemptions) having jurisdiction. Three copies of application for renewal of approval shall also be sent directly to the Secretary, Department of Scientific and Industrial Research.

[Notification No. 130/2002(F.No.203/46/2001-ITA-II)]

SANGEETA GUPTA, Director (ITA.II)

नई दिल्ली, 4 जून, 2002

का.प्र. 2114.—सर्वसाधारण की जानकारी के लिए यह अधिसूचित किया जाता है कि केन्द्र सरकार आयकर नियमावली 1962 के नियम 2ड. के साथ पठित आयकर अधि-

नियम, 1961 की धारा 10 (23ड) के प्रयोजनार्थ कर निर्धारण वर्ष 2001-2002, 2002-2003 और 2003-2004 के लिए नीचे पैरा 3 में उल्लिखित उद्यम औद्योगिक उपक्रम को अनुमोदित करती है।

2. यह अनुमोदन इस शर्त के अधीन है कि :—

(i) उद्यम/औद्योगिक उपक्रम आयकर नियमावली, 1962 के नियम 2ड. के साथ पठित आयकर अधिनियम, 1961 की धारा (23ड) के उपबंधों के अनुरूप होगा और उनका अनुपालन करेगा,

(ii) केन्द्र सरकार यह अनुमोदन वापिस ले लेगी यदि उद्यम/औद्योगिक उपक्रम :—

(क) अवसंरचनात्मक सुविधा को जारी रखता बंद कर देता है, और

(ख) खाताबहियों का रख-रखाव नहीं करता है तथा आयकर नियमावली, 1962 के नियम 2ड. के उप नियम (7) द्वारा यथा अपेक्षित किसी लेखाकार द्वारा ऐसे खातों की लेखा परीक्षा नहीं कराता है, अथवा

(ग) आयकर नियमावली, 1962 के नियम 2ड. के अधिनियम (7) द्वारा यथा अपेक्षित लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करता है।

3. अनुमोदित उद्यम/औद्योगिक उपक्रम है:—

मैसर्स रिलाएबल इन्टरनेट सर्विसिज लि., पहली मंजिल गोपाल दास भवन, 28, वाराखंबा रोड, नई दिल्ली-110001 को दिनांक 27 सितम्बर, 2001 के करार सं. 842-385/2001 बी. एएस/कोलकाता (फा. सं. 205/48/2001-

शार्ड टी ए-2) के अनुसार कोलकाता मेट्रोसर्विस क्षेत्र में सेलुलर मोबाइल टेलिफोन सर्विसिज की व्यवस्था के लिए उनकी परियोजना।

[अधिसूचना सं. 131/2002 (फा. सं. 205/48/2001-आ.क.नि. II)]

संगीता गुप्ता निदेशक

New Delhi, the 4th June, 2002

S.O.2114.—It is notified for general information that enterprise/industrial undertaking listed at para (3) below has been approved by the Central Government for the purpose of section 10(23G) of the Income-tax Act, 1961, read with rule 2E of the Income-tax Rules, 1962, for the assessment years 2001-2002, 2002-2003 and 2003-2004.

2. The approval is subject to the condition that—

- (i) the enterprise/industrial undertaking will conform to and comply with the provisions of section 10(23G) of the Income-tax Act, 1961, read with rule 2E of the Income-tax Rules, 1962;
- (ii) the Central Government shall withdraw this approval if the enterprise industrial undertaking ;—
 - (a) ceases to carry on infrastructure facility; or
 - (b) fails to maintain books of account and get such accounts audited by an accountant as required by sub-rule (7) of rule 2E of the Income-tax Rules, 1962; or
 - (c) fails to furnish the audit report as required by sub-rule (7) of rule 2E of the Income-tax Rules, 1962.

3. The enterprise industrial undertaking approved is—

M/s. Reliable Internet Services Ltd., 1st Floor
Gopal Das Bhawan, 28, Bharakhamba Road New

Delhi-110001 for their project of providing for Cellular Mobile Telephone Services at Kolkata Metro Service Area as per Agreement No. 842-385/2001-VAS/Kolkata dated 27th September, 2001 (F. No. 205/48/2001-ITA-II.)

[Notification No.131/2002(F.No.205/48/2001-ITA,II)]
SANGEETA GUPTA, Director

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 7 जून, 2002

का.आ. 2115.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एतद्वारा यह घोषणा करती है कि उक्त अधिनियम की धारा 13 व 15(1) के उपबन्ध इस अधिसूचना की तारीख से पांच वर्ष की अवधि के लिए यूनिन बैंक आरु इंडिया पर लागू नहीं होंगे।

[फा.सं. 11/1/2002-बीओए]

डी. चौधरी, अवर सचिव

(Department of Economic Affairs)

(BANKING DIVISION)

New Delhi, the 7th June, 2002

S.O. 2115.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government on the recommendation of Reserve Bank of India, hereby declares that the provisions of Section 13 and 15 (1) of the said Act shall not apply for a period of five years from the date of this Notification to Union Bank of India.

[F. No. 11/1/2002-BOA]

D. CHOUDHARY, Under Secy.

नई दिल्ली, 19 जून, 2002

का.आ. 2116.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार भारतीय रिजर्व बैंक की सिफारिश पर एतद्वारा घोषणा करती है कि सोलापुर मर्चेन्ट्स कोऑपरेटिव बैंक लि. सोलापुर पर 31 मार्च, 2000 और 31 मार्च, 2001 को समाप्त वर्ष के लिए उसके द्वारा उसके तुलन पत्र, लाभ-हानि लेखे एवं लेखा परीक्षक की रिपोर्ट समाचार पत्रों में प्रकाशित करने के संबंध में बैंककारी विनियमन (सहाकारी समितियाँ) नियमावली, 1966 के नियम 10 के साथ पठित उक्त अधिनियम की धारा 31 के उपबन्ध लागू नहीं होंगे।

[फा.सं. 1(11)/2002-ए.सी.]

मंगल मराण्डी, ग्रन्थर सचिव

New Delhi, the 19th June, 2002

S.O. 2116.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government on the recommendation of Reserve Bank of India hereby declares that the provisions of Section 31 of the said Act read with Rule 10 of the Banking Regulation (Co-operative Societies) Rules, 1966 shall not apply to Solapur Merchants' Co-operative Bank Ltd., Solapur insofar as they relate to the publication of the Balance Sheet and profit and loss account for the year ended 31st March, 2000 and 31st March, 2001 with the Auditors' Report in the newspaper.

[F. No. 1(11)/2002-AC]

MANGAL MARANDI, Under Secy.

नई दिल्ली, 19 जून, 2002

का.आ. 2117.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर घोषणा करती है कि

उक्त अधिनियम की धारा 11 की उपधारा (1) के उपबन्ध सरकारी राजपत्र में इस अधिसूचना के प्रकाशन की तारीख से 31 मार्च, 2004 तक दि मंडी ग्रबैन कोऑपरेटिव बैंक लि., मंडी (हिमाचल प्रदेश) पर लागू नहीं होंगे।

[फा.सं. 1(10)/2002-ए.सी.]

मंगल मराण्डी, ग्रन्थर सचिव

New Delhi, the 19th June, 2002

S.O. 2117.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government on recommendation of the Reserve Bank of India declares that the provisions of sub-section (1) of Section 11 of the said Act shall not apply to The Mandi Urban Co-operative Bank Ltd., Mandi (Himachal Pradesh) from the date of publication of this notification in the Official Gazette up to 31st March, 2004.

[F. No. 1(10)/2002-AC]

MANGAL MARANDI, Under Secy.

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य विभाग)

नई दिल्ली, 14 जून, 2002

का.आ. 2118.—भारतीय आयुश्मान परिषद अधिनियम, 1956 (1956 का 102) की धारा 20 की उपधारा (1) के अनुसरण में केन्द्र सरकार एतद्वारा डा. सुरेन्द्र कुमार सिन्हा, पटना को डा. गजेन्द्र किशोर ठाकुर के स्थान पर 21-11-2006 तक स्नातकोत्तर आयुर्विज्ञान शिक्षा समिति के सदस्य के रूप में नियुक्त करती है और का.आ. 3181, दिनांक 15-12-2001 के द्वारा प्रकाशित भारत सरकार, स्वास्थ्य और परिवार कल्याण मंत्रालय की अधिसूचना में निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में "केन्द्र सरकार द्वारा नामनिर्दिष्ट" शीर्षक के अधीन क्रम संख्या 2 और उसने संबंधित प्रविष्टि

के स्थान पर निम्नलिखित क्रम संख्या और प्रविष्टि प्रतिस्थापित की जाएगी, अर्थात् :—

पोत परिवहन मंत्रालय

(नौवहन पक्ष)

2. डा. सुरेन्द्र कुमार सिन्हा,

नई दिल्ली, 30 मई, 2002

हाउस नं. बी/2 सेक्टर डी/1,

कंकड़बाग

पटना-800020

का.आ. 2119—राष्ट्रीय बोर्ड नियमावली, 1960 के नियम 4 के साथ पठित वाणिज्यिक पोत परिवहन अधिनियम, 1958 (1958 का 44) की धारा 4 द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए एतद्वारा, सरकार, पोत परिवहन मंत्रालय नौवहन पक्ष की दिनांक 30 अगस्त, 2001 की अधिसूचना सं. एसएस. 18011/1/2001 एस एस में निम्नलिखित संशोधन करती है।

[संख्या बी-11013/5/2001-एम ई (नीति-1)]
एस.के. मिश्रा, अवर सचिव
पाद टिप्पण:—मुख्य अधिसूचना भारत के राजपत्र दिनांक 15-12-2001 की का.आ. 3181 के द्वारा प्रकाशित की गई थी।

MINISTRY OF HEALTH & FAMILY WELFARE

(Department of Health)

New Delhi, the 14th June, 2002

S.O. 2128.—In pursuance of sub-section (1) of section 20 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government hereby appoints Dr. Surendra Kumar Sinha, Patna, to be a member of the Post-Graduate Medical Education Committee upto 21-11-2006 in place of Dr. Gajendra Kishore Thakur and makes the following further amendment in the notification of the Government of India, Ministry of Health and Family Welfare published vide S.O. 3181 dated 15-12-2001, namely :—

In the said notification, under heading “Nominated by the Central Government” for serial number 2 and the entry relating thereto, the following serial number and entry shall be substituted, namely :

2. Dr. Surendra Kumar Sinha,
House No. B/2, Sector DII,
Kankarbagh,
Patna-800020

[No. V-11013/5/2001-ME(Policy-1)]

S. K. MISHRA, Under Secy.

Footnote :—The principal notification was published in the Gazette of India on 15-12-2001 vide S.O. 3181.

2. उक्त अधिसूचना में विद्यमान प्रविष्टि सं. 7 के स्थान पर निम्नलिखित प्रविष्टि प्रतिस्थापित की जाएगी, अर्थात् :—

“7. डा. ए. के. पटेल,
सदस्य, राज्य सभा”

[संख्या एस एस-18011/1/2001 एस एस]

मुंशी राम, अवर सचिव

MINISTRY OF SHIPPING

(Shipping Wing)

New Delhi, the 30th May, 2002

S.O. 2119.—In exercise of the powers conferred by Section 4 of the Merchant Shipping Act, 1958 (44 of 1958) read with Rule 3 and 4 (1) of the National Shipping Board Rules, 1960, the Central Government hereby makes the following amendments in the Government of India, Ministry of Shipping's Gazette Notification No. SS-18011/1/2001-SL dated 20th August, 2001 :—

(i) In the said notification, for the existing entry at S.No. 7 the following entry shall be substituted, namely :—

7. Dr. A.K. Patel,
Member (Rajya Sabha)

[File No. SS-18011/1/2001-SL]

MUNSHI, RAM, Under Secy,

रेल मंत्रालय

(रेलवे बोर्ड)

नई दिल्ली, 4 जून, 2002

का.भा. 2120.—राजभाषा नियम 1976 (संघ के शासकीय प्रयोजनों के लिए प्रयोग) के नियम 10 के उप-नियम (2) और (4) के अनुसरण में रेल मंत्रालय (रेलवे बोर्ड) रेल भर्ती बोर्ड, चंडीगढ़ तथा उत्तर रेलवे के हरिद्वार रेलवे स्टेशन को, जहां 80 प्रतिशत अधिकारियों/कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करता है।

[फा.सं. हिन्दी 2001/रा.भा. 1/12/2]

आर.के. सिंह, सचिव

MINISTRY OF RAILWAY

RAILWAY BOARD

New Delhi, 4th June, 2002

S.O. 2120.—In pursuance of sub Rule (2) and (4) of Rules 16 of the Official Language (use for the official purposes of the Union) Rules 1976, the Ministry of Railways Board, Chandigarh and Haridwar Railway Station of Northern Railway, where 80% of the officers/employees have acquired the working knowledge of Hindi.

[F. No. Hindi-2001/OL-1/12/2]

R.K. SINGH, Secy.

संचार और सूचना प्रौद्योगिकी मंत्रालय

(दूरसंचार विभाग)

(राजभाषा अनुभाग)

नई दिल्ली, 13 जून, 2002

का.भा. 2121.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 के नियम 10(4) के अनुसरण में संचार और सूचना प्रौद्योगिकी मंत्रालय, दूरसंचार विभाग के प्रशासनिक नियंत्रणाधीन

निम्नलिखित कार्यालयों को, जिसमें 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्वारा अधिसूचित करती है।

बेतार अनुश्रवण संघटन नई दिल्ली-110062

1. दक्षिणी क्षेत्र मुख्यालय, चैन्नई
2. पूर्वी क्षेत्र मुख्यालय, कोलकाता
3. अंतर्राष्ट्रीय अनुश्रवण केन्द्र, कोलकाता
4. बेतार अनुश्रवण केन्द्र, बंगलूर।

[सं. ई 11016/1/2002 रा.भा.]

कैलाश दत्ता, उप निदेशक (राजभाषा)

MINISTRY OF COMMUNICATIONS AND
INFORMATION TECHNOLOGY

(Department of Telecommunications)

(O.L. Section)

Dated : 13-6-2002

New Delhi, the 13th June, 2002

S.O. 2121.—In pursuance of rule 10(4) of the Official Language (use for official purpose of the Union), rules 1976 the Central Government hereby notifies following offices under the administrative control of Ministry of Communications and I.T., Department of Telecommunications where of more than 80 per cent staff have acquired working knowledge of Hindi.

Wireless Monitoring Organisation New Delhi-110062

1. Southern Region Hdqrs. Chennai.
2. Eastern Region Hdqrs. Kolkata.
3. International Monitoring Station, Kolkata.
4. Wireless Monitoring Station, Bangalore.

[No. E. 11016/1/2002(O.L.)]

KAILASH DUTTA, Dy. Director (O.L.)

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 13 मई, 2002

क्र. आ. 2122.—केन्द्रीय सरकार, सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, नीचे दी गई सारणी के स्तंभ (1) में वर्णित अधिकारी को, जो मै0 बामर लौरी एंड कंपनी लिमिटेड, कारपोरेट आथोरिटी में भारत सरकार के राजपत्रित अधिकारी के समतुल्य रैंक का एक अधिकारी है, उक्त अधिनियम के प्रयोजनों के लिए संपदा अधिकारी नियुक्त करती है, जो उक्त राज्यों के स्तंभ (2) की तत्स्थानी प्रविष्टि में विनिर्दिष्ट सरकारी स्थानों की बाबत अपनी अधिकारिता की स्थानीय सीमाओं के भीतर उक्त अधिनियम द्वारा या उसके अधीन किसी संपदा अधिकारी को प्रदत्त शक्तियों का प्रयोग करेगा और अधिरोपित कर्तव्यों का पालन करेगा ।

सारणी

अधिकारी का नाम और पदनाम	सरकारी स्थानों के प्रवर्ग और अधिकारिता की स्थानीय सीमाएं
(1)	(2)
श्री पी0 राधाकृष्णन, कार्यपालक निदेशक (मानव संसाधन)	पश्चिम बंगाल और उड़ीसा राज्यों में स्थित बामर लौरी एंड कंपनी लिमिटेड के या उसके द्वारा या उसकी ओर से पट्टे पर लिए गए या अधिगृहीत किए गए स्थान

[फा. सं. पी. 21023/5/2002-एमकेटी]

ए.के. श्रीवास्तव, निदेशक

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 13th May, 2002

S. O. 2122.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints the officer mentioned in column (1) of the Table below, being an officer of M/s Balmer Lawrie & Co. Ltd., a corporate authority, equivalent to the rank of a gazetted officer of the Government of India, to be the estate officer for the purposes of the said Act, who shall exercise the powers conferred and perform the duties imposed on an estate officer by or under the said Act within the local limits of his jurisdiction, in respect of the public premises specified in the corresponding entry in column (2) of the said table.

TABLE

Name and designation of the officer	Categories of public premises and local limits of jurisdiction.
(1)	(2)
Sh. P. RADHAKRISHNAN, EXECUTIVE DIRECTOR (HUMAN RESOURCES)	Premises belonging to or taken on lease or requisitioned by or on behalf of Balmer Lawrie & Co. Ltd. situated in the States of West Bengal and Orissa

[No.P-21023/5/2002-MKT]
A.K SRIVASTAVA, Director

नई दिल्ली, 24 जून, 2002

व का. आ. 2123.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में मुन्द्रा पत्तनस्थित अपरिष्कृत तेल संस्थापन (सी.ओ.टी.) से पंजाब राज्य में भटिंडा तक मुन्द्रा—भटिंडा पाइपलाइन के माध्यम से अपरिष्कृत तेल के परिवहन के लिए एक पाइपलाइन गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड की समनुषंगी) द्वारा बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से, जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के भीतर पाइपलाइन के बिछाने के संबंध में श्री ए. आर. चौधरी, सक्षम प्राधिकारी, मुन्द्रा—भटिंडा अपरिष्कृत तेल पाइपलाइन, पंजाब रिफाइनरी परियोजना, गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड की समनुषंगी), एल. पी. जी. बॉटलिंग प्लांट, हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड, भगत की कोठी, जोधपुर 342005 को लिखित रूप में आक्षेप भेज सकेगा ।

अनुसूची

तहसील : सरदार शहर

जिला : चुरू

राज्य : राजस्थान

क्र.म.	गाँव का नाम	खसरा नं.	हिस्सा क्रमांक	आवाप्त भूमि का क्षेत्रफल	
स.				बीघा	बिस्वा
	1	2	3	4	
1	शोगासर	286		4	06
		289		2	00
		288		0	17
		292		2	00
		315	कार्ट ट्रैक सरकारी भूमि	0	02
		368		0	12
		367		0	06
		366		1	15
		345		0	01
		350		2	11
		349		2	05
		351		0	17
		336		1	00
		337		1	16
		629/339		1	17
		442/318		2	19
		444/318		0	15
		328		0	03
		323		0	19
		322		0	06
		324		1	16
		321		0	18
		144	कार्ट ट्रैक सरकारी भूमि	0	02
		142		4	02
		137		0	11
2	पनपालिया	37		2	01
		36		2	18
		35		1	04
		293/20		0	18
		294/20		1	03
		300/19		1	15
		309/21		0	11
		12		1	18
		13		3	04
		11		0	01
		14		2	15
		7	कार्ट ट्रैक सरकारी भूमि	0	02

तहसील : सरदार शहर		जिला : चुरू		राज्य : राजस्थान	
क्र.सं.	गाँव का नाम	खसरा नं.	हिस्सा क्रमांक	आवाप्त भूमि का क्षेत्रफल	
				बीघा	बिस्वा
	1	2	3	4	
2	पनपालिया	5		0	10
	(जारी)	6	गै.मु. चारागृह	5	06
3	उडसीसर	40		0	19
		41/1	कार्ट ट्रैक सरकारी भूमि	0	02
		65		0	06
		64	कार्ट ट्रैक सरकारी भूमि	0	03
		819/63		3	00
		479/60		1	05
		483/60		0	16
		619/484/60	स्टेट हाईवे 6A सरकारी भूमि	0	02
		477/57		2	12
		478/57		2	11
		73		0	07
		58		0	02
		70	कार्ट ट्रैक सरकारी भूमि	0	01
		490/72		2	09
		77		2	07
		82		2	06
		81		1	00
		79		0	08
		80		0	17
		127	कार्ट ट्रैक सरकारी भूमि	0	02
		148		0	12
		846/147		0	17
		847/147		0	12
		146		1	09
		151	कार्ट ट्रैक सरकारी भूमि	0	02
		751/157		2	01
		164		1	05
		759/165		2	10
		173		2	03
		172		1	01
		756/176		0	01
		181		2	17
		739/643/559/182		1	13
		644/559/182		0	16
		629/180 मी.		1	07
		630/180 मी.		1	18
		822/183		0	10
		823/183		0	16
		824/183		1	09

तालिका : सरदार शहर		जिला : बुरु		राज्य : राजस्थान	
क्र.स.	गाँव का नाम	संख्या नं.	हिससा क्रमांक	आवाप्त भूमि का क्षेत्रफल	
				बीघा	बिस्वा
1	2	3	4		
4	अडसीसर	186		2	14
	(जारी)	185		1	11
		83		0	01
	घडसीसर	14		0	04
		13	कार्ट ट्रेक सरकारी भूमि	0	02
		11		3	07
		813/9		0	02
		10		2	07
		742/7		2	11
		641/5		1	00
		642/5		0	06
		4		1	17
		3		1	11
		75	कार्ट ट्रेक सरकारी भूमि	0	02
5	कीकारसर	631/3		1	02
		16	कार्ट ट्रेक सरकारी भूमि	(05
		212		1	07
		265		2	18
		266		2	03
		270	रोड सरकारी भूमि	0	01
		271		0	05
		272		0	16
		276		1	07
		275		0	15
		277		0	05
		376/278		2	12
		281		0	17
		280		0	17
6	सोनपालसर	229	कार्ट ट्रेक सरकारी भूमि	0	03
		331		2	07
		393/329		1	19
		328		1	06
		326	कार्ट ट्रेक सरकारी भूमि	0	01
		324		0	08
		450		1	06
		447		3	01
		763/448		1	00
		593/442		1	11
		592/442		2	07
		441		1	04

जुसील : सरदार शहर

जिला : पुरु

राज्य : राजस्थान

क्र.स.	गाँव का नाम	खसरा नं.	हिस्सा क्रमांक	आवाप्त भूमि का क्षेत्रफल	
				बीघा	बिस्वा
	1	2	3	4	
	सोनपालसर	440	कार्ट ट्रेक सरकारी भूमि	0	01
	(जारी)	439		1	16
		438		0	11
		437		0	09
		424	कार्ट ट्रेक सरकारी भूमि	0	02
		400/491		0	19
		400		3	11
		387		0	07
		427	कार्ट ट्रेक सरकारी भूमि	0	02
		386	गै.मु. देव कृण्ड	0	17
		389		1	14
		385		2	02
		518/384		0	04
		519/384		2	10
		400/479	गै.मु. ओरण	0	01
7	रंगार्धसर	474/252		2	10
		473/252		0	13
		251	कार्ट ट्रेक सरकारी भूमि	0	01
		197		0	17
		196		0	14
		195	कार्ट ट्रेक सरकारी भूमि	0	02
		193		1	10
		192		1	06
		191		2	00
		77		3	00
		80		1	04
		79		2	00
		81		0	12
		84		1	17
		83		1	12
		68		3	02
		67		2	03
		451/65		0	09
		64		2	05
		56		1	13
		56/434		0	04
		38		2	01
		36	कार्ट ट्रेक सरकारी भूमि	0	03
		40 मी.		2	05
		50		2	09

तहसील : सरदार शहर		जिला : बुरू		राज्य : राजस्थान	
क्र.स.	गाँव का नाम	खसरा नं.	हिस्सा क्रमांक	आवाप्त भूमि का क्षेत्रफल	
				बीघा	बिस्वा
	1	2	3	4	
7	रंगईसर	48		1	13
	(जारी)	493/469/46		2	06
8	नफुरसर	65		4	08
		66/390		3	07
		66/391		2	12
		70		1	14
		69/392		0	06
		69/393		0	05
		118	कार्ट ट्रैक सरकारी भूमि	0	01
		144/412		1	11
		143/409		2	18
		143/410/483	}	3	17
		143/410/484			
		141/348/457		0	04
		142		3	00
		485/140		0	01
		486/140		2	09
		158		0	17
		159		0	13
		162		2	18
		163		2	02
		164/312		2	10
		164/313		0	18
		164/314		0	11
		164/311		2	09
9	लुणासर	20		2	00
10	रेक्कारगारासर	49/12		0	14
		13		3	03
		22		1	02
		28	कार्ट ट्रैक सरकारी भूमि	0	02
		29		3	10
		31		1	11
		32		2	04
		58/34		1	02
		57/34		0	11
		59/34		0	01
		56/34		0	14
		74/36		1	16
		37		0	03

गाहुरील : सरदार शहूर		जिला : चुरू		राज्य : राजस्थान	
क्र.म.	गाँव का नाम	संसाधन नं.	हिस्सा क्रमांक	आवाप्त भूमि का क्षेत्रफल	
स.				बीघा	बिस्वा
	1	2	3	4	
11	राजासर पंचारन	475		1	02
		477/564		1	14
		477/568		1	11
		477/566/610		1	09
		479		3	03
		481	कार्ट ट्रैक सरकारी भूमि	0	01
		482		0	04
		483	कार्ट ट्रैक सरकारी भूमि	0	01
		485/573		2	17
		485/574/609		1	12
		721/500		1	13
		485/575		1	12
		477/565		0	01
12	रेख कातियाबास	47/35		1	13
		48/35		1	17
		34		2	05
		38		3	03
		31		2	02
		30		1	14
13	रणसीसर	320		2	01
		310		3	10
		311		2	09
		576/309	कार्ट ट्रैक सरकारी भूमि	0	01
		305 मी.		1	15
		305 मी.		2	13
		574/302	कार्ट ट्रैक सरकारी भूमि	0	01
		299		3	02
		298		0	06
		732/297		2	15
		571/293	अस्फाल्टेड रोड सरकारी भूमि	0	01
		294		1	02
		570/293		1	08
		292		0	09
		572/295	गै.यु. गोदर	0	14
		564/278	कार्ट ट्रैक सरकारी भूमि	0	01
		268		2	01
		267		1	19
		266		0	10
		259	कार्ट ट्रैक सरकारी भूमि	0	01
		257		0	01

तहसील : सरदार शहर		जिला : बुरू		राज्य : राजस्थान	
क्र.म.	गाँव का नाम	खसरा नं.	हिस्सा क्रमांक	आवाप्त भूमि का क्षेत्रफल	
स.				बीघा	बिस्वा
	1	2	3	4	
13	रणसीसर	547/258		1	08
	(जारी)	548/258		0	12
		206		0	17
		205	कार्ट ट्रैक सरकारी भूमि	0	01
		204	गै.मु. गोप्यर	2	15
		200		2	09
		203		0	14
		154	कार्ट ट्रैक सरकारी भूमि	0	01
		133		1	07
		131	कार्ट ट्रैक सरकारी भूमि	0	01
		129		0	13
		128		0	14
		104	कार्ट ट्रैक सरकारी भूमि	0	01
		86		0	09
		544/87		1	00
		543/87		1	03
		541/87		0	16
		88		2	17
		781/627/89		0	05
		83	कार्ट ट्रैक सरकारी भूमि	0	12
		78		1	12
		783/77		1	04
		74		2	03
		73		4	06
		699/70	}	3	05
		700/70			
		69		1	09
14	बिजरासर	365/139		0	17
		137	गै.मु. रास्ता	0	02
		108		2	10
		355/107मी.		0	10
		351/99		2	19
		100		4	00
		97		2	08
		94		1	02
		96		1	17
		86	कार्ट ट्रैक सरकारी भूमि	0	01
		55		1	09
		52		2	10
		53		0	06

तहसील : सरदार शहर		जिला : चुरू		राज्य : राजस्थान	
क्र.म.	गाँव का नाम	खसरा नं.	हिस्सा क्रमांक	आवाप्त भूमि का क्षेत्रफल	
स.				बीघा	बिस्वा
	1	2	3	4	
14	बिजरासर (जारी)	48 340/17 417/341/17 418/341/17 412/400/14 26 28 419/343/29	कार्ट ट्रैक सरकारी भूमि	0 0 0 1 2 3 3 0	01 12 15 03 12 04 03 07
15	सावर	99 101 100 92 91 90 89 88 71 59 58 49 48 47/561 47/563 46 37/517 36/514/2 36/514/1 36/515 35 32 33/424 33/423 31/427 31/429 31/428 31/431 658/31/392/486 649/31/392/485 31/392/483/2	गै. मु. आगाँर सरकारी भूमि गै. मु. जोड़ुड सरकारी भूमि कार्ट ट्रैक सरकारी भूमि गै. मु. आगाँर सरकारी भूमि गै. मु. आगाँर सरकारी भूमि कार्ट ट्रैक सरकारी भूमि अस्पल्टेड रोड स्टेट हाईवे-7	5 1 0 2 1 0 2 0 0 0 2 3 0 1 0 2 0 1 2 1 0 1 0 1 1 1 0 1 1 1 1 1 1 0	17 02 01 19 17 02 03 01 03 02 13 01 15 18 16 02 03 02 11 02 03 00 00 12 15 18 15 08 12 05

तालिका : राजपत्र शहर		जिला : धुसू		राज्य : राजस्थान	
क्र.स.	गाँव का नाम	खसरा नं.	हिस्सा क्रमांक	आवाप्त भूमि का क्षेत्रफल	
				बीघा	बिस्वा
	1	2	3	4	
16	कुरुमदेसर	289/60		0	03
		61	कार्ट ट्रेक सरकारी भूमि	0	01
		324/62		3	15
		325/62		0	05
		66	कार्ट ट्रेक सरकारी भूमि	0	01
		65		2	02
		294/70		1	03
		293/70		3	11
17	जैतासर	622/158		1	04
		764/686/160		0	11
		765/686/160		1	08
		687/160		0	14
		581/155		0	12
		162		0	18
		163	कार्ट ट्रेक सरकारी भूमि	0	01
		178		1	05
		175		1	19
		182		0	05
		637/184		0	19
		638/184		1	13
		185		1	05
		192	कार्ट ट्रेक सरकारी भूमि	0	01
		643/206		1	01
		642/206		1	01
		221		2	14
		219		2	10
		220		0	14
		218		1	18
		217		2	04
		646/216		1	15
		293	कार्ट ट्रेक सरकारी भूमि	0	02
		307		3	01
		663/308		1	11
		315		1	03
		314		2	06
		313		2	17
		324		0	01
		707/325		1	11
		706/325		1	10
		326		0	01

तहसील : सरदार शहर		जिला : बुरु		राज्य : राजस्थान	
क्र.म.	गाँव का नाम	खसरा नं.	हिस्सा क्रमांक	आवाप्त भूमि का क्षेत्रफल	
स.				बीघा	बिस्वा
	1	2	3	4	
17	जैतासर	389	कार्ट ट्रेक सरकारी भूमि	0	02
	(जारी)	399		0	01
		669/400		3	05
		670/400		1	00
18	राणासर	468	गै.मु. पायतन	0	08
	पंवारान	469		0	19
		470		1	13
		471		2	06
		484		4	08
		485		0	09
		1053/921/486		0	17
		1051/921/486		0	09
		1052/921/486		1	06
		1072/487		0	16
		488		0	16
		501		0	18
		923/489		0	13
		828/500		1	10
		827/500		0	10
		505		0	16
19	दाणी राणासर	825/499		1	00
	पंवारान	507 मि.	कार्ट ट्रेक सरकारी भूमि	0	02
		646		0	19
		842/647		0	13
		843/647		2	00
		657		2	04
		658		0	16
		932/660		1	12
		933/660		2	11
		659		2	00
		667		3	12
		639 मी.	कार्ट ट्रेक सरकारी भूमि	0	02
		840/568		1	11
		569		1	17
		567		0	07
		570		1	03
		571		1	07
		572		1	05
		573		1	14
		575		1	18

तहसील : सरदार शहर			जिला : चुरू	राज्य : राजस्थान	
क्र.स.	गाँव का नाम	खसरा नं.	हिस्सा क्रमांक	आवाप्त भूमि का क्षेत्रफल	
				बीघा	बिस्वा
	1	2	3	4	
19	दाणी शणासर	583		0	08
	पंवारान	584	कार्ट ट्रैक सरकारी भूमि	0	01
	(जारी)	994/591		1	05
		954/600	गै.मु. पायलन	1	07
		599		2	01
		601	कार्ट ट्रैक सरकारी भूमि	0	02
		603		2	04
		602		0	12
		604		2	09

फा. सं. आर. 31015/11/2002/ओ.आर. II]

हरीश कुमार, अवर सचिव

New Delhi, the 24th June, 2002

S. O. 2123.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of crude oil from crude oil terminal (COT) at Mundra Port in the State of Gujarat to Bathinda in the State of Punjab, through Mundra -Bathinda Pipeline, a pipeline should be laid by Guru Gobind Singh Refineries Limited (A subsidiary of Hindustan Petroleum Corporation Limited);

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user (ROU) in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of the notification issued under sub-section (1) of section (3) of the said Act, are made available to the general public, object in writing to the laying of the pipeline under the land to Shri A.R.CHAUDHARY, Competent Authority, Mundra-Bathinda Crude Oil Pipeline, Punjab Refinery Project, Guru Gobind Singh Refineries Limited (A subsidiary of Hindustan Petroleum Corporation Limited), L.P.G. Bottling Plant, Hindustan Petroleum Corporation Limited, Bhagat Ki Kothi, Jodhpur -342005.

SCHEDULE**Tehsil : Sardar Shahar****District : Churu****State : Rajasthan**

Sr. No.	Name of Village	Khasra No.	Part, if any	ROU Area	
				Biga	Biswa
	1	2	3	4	
1	SOMASAR	286		4	06
		289		2	00
		288		0	17
		292		2	00
		315	Cart Track G.L.	0	02
		368		0	12
		367		0	06
		366		1	15
		345		0	01
		350		2	11
		349		2	05
		351		0	17
		336		1	00
		337		1	16
		629/339		1	17
		442/318		2	19
		444/318		0	15
		328		0	03
		323		0	19
		322		0	06
		324		1	16
		321		0	18
		144	Cart Track G.L.	0	02
		142		4	02
		137		0	11
2	PANPALIYA	37			01
		36			18
		35			04
		293/20		0	18
		294/20		1	03
		300/19		1	15
		309/21		0	11
		12		1	18
		13		3	04
		11		0	01
		14		2	15
		7	Cart Track G.L.	0	02

Tehsil : Sardar Shahar			District : Churu	State : Rajasthan	
Sr.	Name of Village	Khasara No.	Part, if any	ROU Area	
No.				Biga	Biswa
	1	2	3	4	
2	PANPALIYA	5		0	10
	(Contd)	6	G.M.Gaychar G.L.	5	06
3	ARSISAR	40		0	19
		41/1	Cart Track G.L.	0	02
		65		0	06
		64	Cart Track G.L.	0	03
		819/63		3	00
		479/60		1	05
		483/60		0	16
		619/484/60	SH-6A G.L.	0	02
		477/57		2	11
		478/57		2	12
		73		0	07
		58		0	02
		70	Cart Track G.L.	0	01
		490/72		2	09
		77		2	07
		82		2	06
		81		1	00
		79		0	08
		80		0	17
		127	Cart track G.L.	0	02
		148		0	12
		846/147		0	17
		847/147		0	12
		146		1	09
		151	Cart Track G.L.	0	02
		751/157		2	01
		164		1	05
		759/165		2	10
		173		2	03
		172		1	01
		756/176		0	01
		181		2	17
		739/643/559/182		1	13
		644/559/182		0	16
		629/180 Min		1	07
		630/180 Min		1	18
		822/183		0	10
		823/183		0	16
		824/183		1	09

Tehsil : Sardar Shahar			District : Churu		State : Rajasthan	
Sr.	Name of Village	Khasara No.	Part, if any	ROU Area		
No.				Biga	Biswa	
	1	2	3	4		
3	ARSISAR	186		2	14	
	(Contd)	185		1	11	
		83		0	01	
4	GHARSISAR	14		0	04	
		13	Cart Track G.L.	0	02	
		11		3	07	
		813/9		0	02	
		10		2	07	
		742/7		2	11	
		641/5		1	00	
		642/5		0	06	
		4		1	17	
		3		1	11	
		75	Cart Track G.L.	0	02	
		631/3		1	02	
		16	Cart Track G.L.	0	05	
		212		1	07	
5	KIKASAR	265		0	18	
		266		2	03	
		270	Road G.L.	0	01	
		271		0	05	
		272		0	16	
		276		1	07	
		275		0	15	
		277		0	05	
		376/278		2	12	
		281		0	17	
		280		0	17	
		229	Cart Track G.L.	0	03	
		331		2	07	
		393/329		1	19	
		328		1	06	
		326	Cart Track G.L.	0	01	
		324		0	08	
6	SONPALSAR	450		1	06	
		447		3	01	
		763/448		1	00	
		593/442		1	11	
		592/442		2	07	
		441		1	04	

Tehsil : Sardar Shahar		District : Churu		State : Rajasthan	
Sr.	Name of Village	Khasara No.	Part, if any	ROU Area	
No.				Biga	Biswa
	1	2	3	4	
6	SONPALSAR	440	Cart Track G.L.	0	01
	(Contd)	439		1	16
		438		0	11
		437		0	09
		424	Cart Track G.L.	0	02
		400/491		0	19
		400		3	11
		387		0	07
		427	Cart Track G.L.	0	02
		386	G.M. Deo Kund	0	17
		389		1	14
		385		2	02
		518/384		0	04
		519/384		2	10
		400/479	G.M. Deo Oran G.L.	0	01
7	RANGAISAR	474/252		2	10
		473/252		0	13
		251	Cart Track G.M.	0	01
		197		0	17
		196		0	14
		195	Cart Track G.M.	0	02
		193		1	10
		192		1	06
		191		2	00
		77		3	00
		80		1	04
		79		2	00
		81		0	12
		84		1	17
		83		1	12
		68		3	02
		67		2	03
		451/65		0	09
		64		2	05
		56		1	13
		56/434		0	04
		38		2	01
		36	Cart Track G.L.	0	03
		40 Min		2	05
		50		2	09

Tehsil : Sardar Shahar			District : Churu		State : Rajasthan	
Sr.	Name of Village	Khasara No.	Part, if any	-ROU Area		
No.				Biga	Biswa	
	1	2	3	4		
7	RANGAISAR	48		1	13	
	(Contd)	493/469/46		2	06	
8	NAHARSARA	65		4	08	
		66/390		3	07	
		66/391		2	12	
		70		1	14	
		69/392		0	06	
		69/393		0	05	
		118	Cart Track G.L.	0	01	
		144/412		1	11	
		143/409		2	18	
		143/410/483	}	3	17	
		143/410/484				
		141/348/457		0	04	
		142		3	00	
		485/140		0	01	
		486/140		2	09	
		158		0	17	
		159		0	13	
		162		2	18	
		163		2	02	
		164/312		2	10	
		164/313		0	18	
		164/314		0	11	
		164/311		2	09	
9	LUNASAR	20		2	00	
10	REKH KARMASAR	49/12		0	14	
		13		3	03	
		22		1	02	
		28	Cart Track G.L.	0	02	
		29		3	10	
		31		1	11	
		32		2	04	
		58/34		1	02	
		57/34		0	11	
		59/34		0	01	
		56/34		0	14	
		74/36		1	16	
		37		0	03	

Tehsil : Sardar Shahar		District : Churu		State : Rajasthan	
Sr. No.	Name of Village	Khasara No.	Part, if any	RGU Area	
				Biga	Biswa
	1	2	3	4	
11	RAJASAR	475		1	02
	PANWARAN	477/564		1	14
		477/568		1	11
		477/566/610		1	09
		479		3	03
		481	Cart track.G.L.	0	01
		482		0	04
		483	Cart track.G.L.	0	01
		485/573		2	17
		485/574/609		1	12
		721/500		1	13
		485/575		1	12
		477/565		0	01
12	REKH KHATIAWAS	47/35		1	13
		48/35		1	17
		34		2	05
		38		3	03
		31		2	02
		30		1	14
13	RANSISAR	320		2	01
		310		3	10
		311		2	09
		576/309	Cart Track G.L.	0	01
		305 min		1	15
		305 min		2	13
		574/302	Cart Track G.L.	0	01
		299		3	02
		298		0	06
		732/297		2	15
		571/293	Asphalted Road G.L.	0	01
		294		1	02
		570/293		1	08
		292		0	09
		572/295	G.M. Gauchar G.L.	0	14
		564/278	Cart Track G.L.	0	01
		268		2	01
		267		1	19
		266		0	10
		259	Cart Track G.L.	0	01
		257		0	01

Tehsil : Sardar Shahar		District : Churu		State : Rajasthan	
Sr.	Name of Village	Khasara No.	Part, if any	ROU Area	
No.				Biga	Biswa
	1	2	3	4	
13	RANSISAR	547/258		1	08
	(Contd)	548/258		0	12
		206		0	17
		205	Cart Track G.L.	0	01
		204	G.M. Gauchar G.L.	2	15
		200		2	09
		203		0	14
		154	Cart Track G.L.	0	01
		133		1	07
		131	Cart Track G.L.	0	01
		129		0	13
		128		0	14
		104	Cart Track G.L.	0	01
		86		0	09
		544/87		1	00
		543/87		1	03
		541/87		0	16
		88		2	17
		781/627/89		0	05
		83	Cart Track G.L.	0	12
		78		1	12
		783/77		1	04
		74		2	03
		73		4	06
		699/70	}	3	05
		700/70			
		69		1	09
14	BIJRASAR	365/139		0	17
		137	Cart Track G.L.	0	02
		108		2	10
		355/107Min		0	10
		351/99		2	19
		100		4	00
		97		2	08
		94		1	02
		96		1	17
		86	Cart Track G.L.	0	01
		55		1	09
		52		2	10
		53		0	06

Tehsil : Sardar Shahar			District : Churu	State : Rajasthan	
Sr.	Name of Village	Khasara No.	Part, if any	ROU Area	
No.				Biga	Biswa
	1	2	3	4	
14	BIJRASAR	48	Cart Track G.L.	0	01
	(Contd)	340/17		0	12
		417/341/17		0	15
		418/341/17		1	03
		412/400/14		2	12
		26		3	04
		28		3	03
		419/343/29		0	07
15	SAWAR	99		5	17
		101		1	02
		100		0	01
		92		2	19
		91		1	17
		90		0	02
		89	G.M. Agor G.L.	2	03
		88	G.M. Johad G.L.	0	01
		71	Cart Track G.L.	0	03
		59	G.M. Agor G.L.	0	02
		58		2	13
		49		3	01
		48		0	15
		47/561		1	18
		47/563		0	16
		46		2	02
		37/517		2	03
		36/514/2		0	02
		36/514/1		1	11
		36/515		2	02
		35	G.M. Agor G.L.	1	03
		32	Cart Track G.L.	0	03
		33/424		1	00
		33/423		1	00
		31/427		1	12
		31/429		0	15
		31/428		1	18
		31/431		1	15
		658/31/392/486		1	08
		649/31/392/485		1	12
		31/392/483/2	Asphalted Road SH-7	0	05

Tehsil : Sardar Shahar		District : Churu		State : Rajasthan	
Sr. No.	Name of Village	Khasara No.	Part, if any	ROU Area	
				Biga	Biswa
	1	2	3	4	
16	KUSUMDESAR	289/60		0	03
		61	Cart Track G.L.	0	01
		324/62		3	15
		325/62		0	05
		66	Cart Track G.L.	0	01
		65		2	02
		294/70		1	03
		293/70		3	11
17	JAITASAR	622/158		1	04
		764/686/160		0	11
		765/686/160		1	08
		687/160		0	14
		581/155		0	12
		162		0	18
		163	Cart Track G.L.	0	01
		178		1	05
		175		1	19
		182		0	05
		637/184		0	19
		638/184		1	13
		185		1	05
		192	Cart Track G.L.	0	01
		643/206		1	01
		642/206		1	01
		221		2	14
		219		2	10
		220		0	14
		218		1	18
		217		2	04
		646/216		1	15
		293	Cart Track G.L.	0	02
		307		3	01
		663/308		1	11
		315		1	03
		314		2	06
		313		2	17
		324		0	01
		707/325		1	11
		706/325		1	10
		326		0	01

Tehsil : Sardar Shahr		District : Churu		State : Rajasthan	
Sr.	Name of Village	Khasara No.	Part, if any	ROU Area	
No.				Biga	Biswa
	1	2	3	4	
17	JAITASAR	389	Cart Track i G.L.	0	02
	(Contd)	399		0	01
		669/400		3	05
		670/400		1	00
18	RANASAR	468	G.M. Paytan G.L.	0	08
	PANWARAN	469		0	19
		470		1	13
		471		2	06
		484		4	08
		485		0	09
		1053/921/486		0	17
		1051/921/486		0	09
		1052/921/486		1	06
		1072/487		0	16
		488		0	16
		501		0	18
		923/489		0	13
		828/500		1	10
		827/500		0	10
		505		0	16
19	DHANI RANASAR	825/499		1	00
	PANWARAN	507Min	Cart Track G.L.	0	02
		646		0	19
		842/647		0	13
		843/647		2	00
		657		2	04
		658		0	16
		932/660		1	12
		933/660		2	11
		659		2	00
		667		3	12
		639 Min	Cart Track G.L.	0	02
		840/568		1	11
		569		1	17
		567		0	07
		570		1	03
		571		1	07
		572		1	05
		573		1	14
		575		1	18

Tehsil : Sardar Shahar		District : Churu		State : Rajasthan	
Sr. No.	Name of Village	Khasara No.	Part, if any	ROU Area	
				Biga	Biswa
	1	2	3	4	
19	DHANI RANASAR	583		0	08
	PANWARAN	584	Cart Track G.L.	0	01
	(Contd)	994/591		1	05
		954/600	G.M. Paytan G.L.	1	07
		599		2	01
		601	Cart Track G.L.	0	02
		603		2	04
		602		0	12
		604		2	09

[F. No. R-31015/11/2002 OR-II.]
HARISH KUMAR, Under Secy.

नई दिल्ली, 24 जून, 2002

का. आ. 2124.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 76 तारीख 09 जनवरी, 2002 द्वारा गुजरात राज्य में जामनगर से मध्य प्रदेश राज्य में भोपाल तक जामनगर-भोपाल पाइपलाइन परियोजना के माध्यम से पुनः गैसीकृत कृत प्राकृतिक गैस के परिवहन के लिए गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी ;

और, उक्त अधिसूचना की प्रतियां जनता को तारीख 2,4,5,19 फरवरी, 18, 25 मार्च और 4, 17 अप्रैल 2002 को उपलब्ध करा दी गई थीं ;

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और, केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः, अब केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि उक्त भूमि के उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगमों से मुक्त गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड में निहित होगा।

अनुसूची

तहसील : सांवेर

जिला : इंदौर

राज्य : मध्यप्रदेश

गांव का नाम	सर्वे नंबर	हेक्टेयर	आरे	सेन्टीयर
1	2	3	4	5
1.बदरखां	6/2	0	9	45
	11/2	0	42	5
	12/2	0	28	40
	34/1	0	42	95
	34/2	0	9	70
	85/2	0	33	70
	84/2	0	28	70
	86/2	0	24	15
	87/2	0	6	40
	87/1	0	28	90
	80/1	0	1	65
	120/2	0	7	50
	120/1	0	12	35
	122/1	0	14	35
	121	0	0	45
	122/2/1	0	32	35
	202	0	8	5
	201/1	0	49	30
	200	0	9	55
	199/1	0	7	30
	224/2	0	48	80
	227	0	12	15
	228/2	0	46	10
	229/1	0	24	80
	229/2	0	32	80
	250/1	0	35	30
	250/2	0	12	20
	247/1	0	29	45
	247/2	0	17	70
	247/3	0	21	80
2.जमुडी सरवर	334/1	0	17	55
	333/1	0	36	90
	333/2	0	63	15
	332/2/2	0	47	15
	351	0	0	65
	362/1	0	77	45

1	2	3	4	5
जमुढी सरवर (निरंतर)	361/2	0	33	60
	357	0	10	55
	356	0	22	10
	355	0	12	95
3.कांकरिया बोर्डिया	2/2	0	31	80
	3/3	0	12	5
	4/3	0	19	90
	4/2	0	19	20
	4/1	0	23	55
	5	0	47	35
	10	0	41	5
	11/1	0	61	90
	11/2	0	43	45
	26/1	0	5	75
	26/2	0	0	25
	27	0	46	20
	30	0	27	35
	31	0	68	80
	32	0	8	45
	35	0	16	5
	33/2	0	24	90
	34	0	19	75
	33/1/1	0	19	75
	101/1	0	29	50
	226	1	9	60
	205	0	30	10
	201/1	0	25	10
	201/2	0	8	15
	192/1	0	53	95
	192/2	0	41	65
	189/1/1	0	2	0
	181/1	0	62	75
	181/2	0	27	65
	181/3	0	21	35
	182	0	10	0
4.माता बरोड़ी	82/2	0	24	90
	83/1	0	15	35
	83/2/1	0	21	55
	83/2/2	0	19	25
	85/1/2	0	24	0
	85/1/1	0	32	40
	85/2	0	26	0
	88/1/1	0	14	40

1	2	3	4	5
माता बरोड़ी (निरंतर)	88/1/2	0	15	5
	88/1/3	0	13	20
	88/1/4/2	0	17	60
	93/1/2	0	30	95
	93/3	0	19	35
	93/2	0	8	60
	93/7/1	0	16	55
	93/7/2	0	8	80
	93/8/1	0	10	45
	93/8/2	0	26	80
	98	0	18	65
	97	0	3	15
	99/2	0	18	20
	100	0	7	45
	565/1	}	0	52
	565/2			
	552	0	2	55
	564/2	0	30	80
	564/1	0	0	5
	553	0	47	20
	557	0	31	55
	556/1	0	5	30
	556/2	0	26	30
5.खारवा खेड़ी	2/2	0	47	55
	2/1/1	0	55	40
	3/1/1/1	0	32	5
	3/1/1/1/1/4	0	5	60
	3/1/1/1/4	0	24	25
	3/1/1/2	0	32	80
	3/1/5/1	0	22	40
	3/1/5/2	0	18	75
	3/1/6/1	0	14	10
	3/1/6/2	0	3	35
	3/1/1/3	0	30	70
	4/1	0	37	25
	4/2	0	23	95
	6	0	1	40
6.पितावली	40/1	0	28	55
	184/1	0	0	15
	185	0	0	55
7.पालिया हैदर	3	0	6	25
	4	0	22	35
	6	0	35	90

1	2	3	4	5
पालिया हेदर (निरंतर)	7/1	0	18	70
	7/2	0	16	80
	7/3	0	18	0
	7/4	0	19	50
	297/2	0	3	95
	296/1	0	3	10
	296/2	0	0	5
	296/3	0	3	40
	296/4	0	1	15
	300	0	2	95
	302	0	4	10
	295/1	0	2	65
	295/4	0	3	50
	303/3	0	1	70
	303/4	0	3	75
	304	0	1	90
	309/2	0	6	70
	308/1	0	1	15
	311/2	0	1	35
	311/3	0	13	10
	318	0	0	80
	312	0	11	5
	313	0	6	50
	314	0	0	5
	533	0	3	0
	534	0	7	55
	527/1	0	4	85
8. सतलाना	121/1	0	4	40
	121/2	0	11	30
	122	0	51	90
	128/2	0	4	0
	138	0	24	10
	137/1	0	24	15
	137/2	0	17	50
	137/3	0	18	90
	137/4	0	16	40
	137/5	0	19	70
	140	0	4	15
	137/6	0	26	65
	142/2/1	0	22	55
	142/2/2	0	20	0
	142/2/3/1	0	18	30
	142/2/4	0	28	5

1	2	3	4	5
सतलाना (निरंतर)	168/2	0	59	5
	168/1/2	0	1	70
	172	0	37	60
	292/2	0	1	75
9. मुरादपुरा	292/3	0	32	35
	292/4	0	20	35
	284/2/2	0	48	40
	284/2/3	0	0	5
	284/2/1	0	3	10
	299/1	0	27	30
	299/3	0	30	60
	309/1	0	73	30
	310/2	0	3	65
	311/1	0	2	30
	313/1	0	16	90
	313/6	0	25	85
	346/1	0	6	40
	345/3	0	35	95
	343	0	45	20
	348/2	0	11	45
	348/1	0	7	85
	348/3	0	3	5
	342/2	0	27	65
	342/7	0	34	70
	350/1	0	44	70
	350/2	0	26	70
	350/3	0	7	45
	350/7	0	0	10
	350/9	0	23	80
	351	0	8	55
10. रिंगनोदिया	43/2	0	9	0
	33	0	44	10
	37/4	0	0	85
	34/1	0	32	25
	34/2	0	12	85
	35/2	0	35	80
	36/1	0	38	85
	36/2	0	11	65
	78/1	0	22	45
	74/3	0	14	95
	74/2	0	18	85
	77	0	3	60

1	2	3	4	5
रिंगनोदिया (निरंतर)	74/1/3	0	26	75
	76	0	2	40
	75/1	0	44	95
	113/1	0	14	90
	114	0	20	65
	117	0	33	45
	122	0	28	55
	207/2/4	0	47	40
	206	0	1	80
	205/11	0	37	60
	205/10	0	22	10
	202	0	32	45
	203	0	31	60
11. पंचडेरिया	59	0	11	5
	6	0	24	25
	5	0	22	85
	10/2	0	47	20
	13/1	0	51	75
	13/2	0	0	20
	12/2/2	0	35	70
	12/2/2/2	0	26	95
	16/2	0	50	15
	16/2/1	0	53	70
	32/2	0	36	45.5
	31/1	0	4	55
	31/2	0	8	10
	30/2	0	43	20
	30/1	0	8	85
	25/3	0	35	5
	25/2/2	0	9	25
	203/2	0	29	35
	205/4	0	35	70
	205/5	0	18	10
	205/2	0	0	65
	206/1/1	0	34	0
	206/1/2	0	27	95
12. पादल्या बजरंग	62	0	13	90
	9/2/1	0	23	65
	9/3	0	65	15
	34/1	0	45	90
	36	0	46	20
	37/1/1	0	31	90
	38/4	0	11	50

1	2	3	4	5
पाडल्या बजरंग (निरंतर)	38/2	0	54	15
	61/1/13/1	0	5	65
	61/1/8	0	2	80
	61/1/13/2	0	18	55
	61/1/6	0	15	90
	61/1/2	0	18	35
	61/1/12	0	18	90
	62	0	6	70
	68/1	0	37	75
	69/3	0	41	15
	69/1	0	35	85
	70	0	57	35
	174/1/7C	0	28	25
	174/1/9	0	17	95
	177/3	0	9	0
	177/4	0	0	40
	179	0	36	40
	180	0	3	80
	26/1	0	18	35
13. रामपिपल्या	26/2	0	92	95
	25	0	61	60
	27/1	0	5	85
	24/2	0	9	35
	37	0	27	20
	40	0	11	40
	41	0	2	40
	39	0	0	90
	43	0	10	55
	44	0	5	85
	118	0	6	25
	115	0	1	55
	110	0	2	35
	119	0	46	95
	101/4	0	0	40
	100	0	1	60
	137	0	14	70
	99/1	0	1	35
	138	0	22	5
	139	0	9	95
	140	0	32	80
	197/3	0	1	10

1	2	3	4	5		
रामपिपल्या (निरंतर)	197/1/4	}	0	40	95	
	197/1/5					
	197/1/7					
	197/1/1	0	3	30		
	197/2	0	23	25		
	197/1/6	0	5	75		
	195	0	22	85		
	196/1	0	41	85		
	196/2	0	36	50		
	208	0	18	15		
	207/1	0	18	50		
	207/2	0	0	10		
	283/1/1/1	}	0	75	35	
	283/1/1/2					
	283/1/2					
	283/2	0	0	60		
	288/3/1	0	4	90		
	288/3/2	0	0	65		
	282/1	0	59	45		
	282/2	0	46	65		
	281/1	0	28	5		
	280/3/2	0	0	15		
	274	0	5	50		
	264	0	8	80		
	263	0	28	30		
	257/2	0	47	60		
	257/3	0	47	35		
	275/1	0	26	60		
	275/2	0	21	70		
	276	0	30	55		
	277/2	0	30	20		
	278/1	0	55	0		
	278/2	0	1	85		
	-14.लसूडिया परमार	35	0	29	95	
		31/1/2	0	32	80	
		37/2	0	43	95	
		39/1	0	38	30	
		39/3	0	1	60	
		41/1	0	28	75	
		41/3/1	}	0	8	25
		41/4/1				
		44				
		43	0	10	95	
50		0	55	80		

1	2	3	4	5
नसूडिया परमार (निरंतर)	52/1	0	17	5
	33/3/1	0	1	20
	33/3/2			
	33/4			
	334/1	0	15	95
	334/2			
	333/6	0	21	90
	333/7	0	5	65
	367/1	0	2	0
	365	0	6	85
	364	0	18	50
	370/425/1	0	8	90
	388	0	23	70
	382	0	59	30
	391	0	1	30
	380	0	35	50
	379/1	0	20	55
	379/2	0	12	50
	387/1	0	18	5
15. मौडवास	77	0	6	40
	80	0	40	50
	82	0	21	80
	89	0	28	90
16. डकाध्या जागीर	1265/2/2/4	0	34	35
	1265/2/3/4	0	29	15
	1270/3	0	21	95
	1271/1	0	21	85
	1271/2	0	6	35
	1272/2	0	30	70
	1288	0	38	40
	1289	0	26	70
17. कदवाली बुजुर्ग	31/1	0	18	65
	31/2	0	11	40
	31/3	0	16	30
	31/4	0	18	45
	32/2	0	28	95
	32/4	0	35	70
	33	0	24	5
	34/1	0	39	55
	34/2	0	26	95
	45	0	0	10
	44/1	0	37	95
	44/2			

1	2	3	4	5
कदवाली बुजुर्ग (निरंतर)	286	0	28	25
	288/2	0	29	85
	298	0	53	20
	311/1	0	8	50
	311/2	0	22	85
	310	0	28	15
	325	0	23	25
	326/1	0	1	35
	326/2	0	25	65
	334	0	24	25
	333	0	21	65
18.कदवाली खुर्द	11/1	0	0	5
	11/2	0	12	90
	12	0	26	20
	15	0	8	20
	9/1	0	40	0
	9/2	0	16	20
	56	0	22	35
	58	0	31	55
	59	0	32	35
	89	0	17	10
	88	0	9	10
	86	0	15	65
	87	0	27	65
	75	0	8	95
	69/1	0	16	35
	74/1	0	2	55
	74/2/2	0	0	35
	74/3	0	5	0
	74/4	0	11	65
	73	0	9	70
	72/2	0	1	60
	542/1	0	55	0
	547/1	0	49	80
	624/1	0	10	40
	624/2	0	17	85
	625	0	20	20
	626/1	0	14	95
	626/2	0	13	95
	628	0	27	30
	629/1	0	14	0
	629/2	0	13	50
	630/2/1	0	8	40
	630/3	0	25	0

1	2	3	4	5
दवाली खुर्द (निरंतर)	623/3	0	36	45
	541/2	0	0	5
19. मण्डलावदा	283/1	0	53	45
	283/2	0	4	45
	282/1/1	0	12	50
	282/1/2	0	9	95
	282/2	0	8	50
	296	0	34	35
	295	0	55	70
	538/1	0	45	95
	509	0	11	80
	515	0	3	25
	533/1	0	30	40
	533/2	0	35	40
	548/1	0	23	20
	548/2	0	2	5
	550	0	1	55
	546	0	17	30
	552	0	35	10
	554/2	0	59	90
	554/1	0	22	40
20. राहु खेड़ी	77/1	0	11	60
	78/1/c	0	24	15
	78/1/f	0	43	55
	78/2	0	1	55
	83/1	0	1	5
	82/1	0	22	80
	93/2	0	46	70

[फा. सं. एल. 14014/27/2001-जी.पी.]

स्वामी सिंह, निदेशक

New Delhi, the 24th June, 2002

S. O. 2124.—Whereas, by a notification of the Government of India in the Ministry of Petroleum and Natural Gas, S.O. 76, dated 09th January, 2002, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying pipeline for transport of regassified liquefied natural gas through the Jamnagar-Bhopal Pipeline Project from Jamnagar in the State of Gujarat to Bhopal in the State of Madhya Pradesh by Gas Transportation and Infrastructure Company Limited;

And whereas copies of the said Gazette notification were made available to the public on 2nd, 4th, 5th, 19th February, 18th, 25th March and 4th, 17th April 2002;

And whereas the competent authority has under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And further whereas the Central Government has, after considering the said report and on being satisfied that the said land is required for laying the pipeline and has decided to acquire the right of user in the lands specified in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule appended to this notification is hereby acquired, for laying the pipeline;

And further in exercise of the powers conferred by sub-section (4) of section 6 of the said Act the Central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vest on this date of publication of this declaration, in Gas Transportation and Infrastructure Company Limited, free from all encumbrances.

SCHEDULE**Tehsil : Sanwer****District : Indore****State: Madhya Pradesh****Name of the Village****Survey No****AREA****Hectare****Are****C-Are**

1	2	3	4	5
1.BADHARKHA	8/2	0	9	45
	11/2	0	42	5
	12/2	0	28	40
	34/1	0	42	95
	34/2	0	9	70
	85/2	0	33	70
	84/2	0	28	70
	86/2	0	24	15
	87/2	0	6	40
	87/1	0	28	90
	80/1	0	1	65
	120/2	0	7	50
	120/1	0	12	35
	122/1	0	14	35
	121	0	0	45
	122/2/1	0	32	35
	202	0	8	5
	201/1	0	49	30
	200	0	9	55
	199/1	0	7	30
	224/2	0	48	80
	227	0	12	15
	228/2	0	46	10
	229/1	0	24	80
	229/2	0	32	80
	250/1	0	35	30
	250/2	0	12	20
	247/1	0	29	45
	247/2	0	17	70
	247/3	0	21	80
2.JAMBUDI SARWAR	334/1	0	17	55
	333/1	0	36	90
	333/2	0	63	15
	332/2/2	0	47	15
	351	0	0	65
	362/1	0	77	45
	361/2	0	33	60
	357	0	10	55
	356	0	22	10

1	2	3	4	5
JAMBUDI SARWAR(Cont'd)	355	0	12	95
3.KANKRIYA BODIYA	2/2	0	31	80
	3/3	0	12	5
	4/3	0	19	90
	4/2	0	19	20
	4/1	0	23	55
	5	0	47	35
	10	0	41	5
	11/1	0	61	90
	11/2	0	43	45
	26/1	0	5	75
	26/2	0	0	25
	27	0	46	20
	30	0	27	35
	31	0	68	80
	32	0	8	45
	35	0	16	5
	33/2	0	24	90
	34	0	19	75
	33/1/1	0	19	75
	101/1	0	29	50
	226	1	9	60
	205	0	30	10
	201/1	0	25	10
	201/2	0	8	15
	192/1	0	53	95
	192/2	0	41	65
	189/1/1	0	2	0
	181/1	0	62	75
	181/2	0	27	65
	181/3	0	21	35
	182	0	10	0
4.MATA BARODI	82/2	0	24	90
	83/1	0	15	35
	83/2/1	0	21	55
	83/2/2	0	19	25
	85/1/2	0	24	0
	85/1/1	0	32	40
	85/2	0	26	0
	88/1/1	0	14	40
	88/1/2	0	15	5
	88/1/3	0	13	20
	88/1/4/2	0	17	60
	93/1/2	0	30	95
	93/3	0	19	35

1	2	3	4	5
MATA BARODI (Cont'd)	93/2	0	8	60
	93/7/1	0	16	55
	93/7/2	0	8	80
	93/8/1	0	10	45
	93/8/2	0	26	80
	98	0	18	65
	97	0	3	15
	99/2	0	18	20
	100	0	7	45
	565/1	}	52	70
	565/2			
	552	0	2	55
	564/2	0	30	80
	564/1	0	0	5
	563	0	47	20
	557	0	31	55
	558/1	0	5	30
	558/2	0	26	30
5.KHARVA KHEDI	2/2	0	47	55
	2/1/1	0	55	40
	3/1/1/1	0	32	5
	3/1/1/1/1/4	0	5	60
	3/1/1/1/4	0	24	25
	3/1/1/2	0	32	80
	3/1/5/1	0	22	40
	3/1/5/2	0	18	75
	3/1/6/1	0	14	10
	3/1/6/2	0	3	35
	3/1/1/3	0	30	70
	4/1	0	37	25
	4/2	0	23	95
	6	0	1	40
6.PITAVALI	40/1	0	28	55
	184/1	0	0	15
	185	0	0	55
7.PALIYA HYDHER	3	0	6	25
	4	0	22	35
	6	0	35	90
	7/1	0	18	70
	7/2	0	16	80
	7/3	0	18	0
	7/4	0	19	50
	297/2	0	3	95
	296/1	0	3	10
	296/2	0	0	5

1	2	3	4	5
PALIYA HYDHER (Cont'd)	296/3	0	3	40
	296/4	0	1	15
	300	0	2	95
	302	0	4	10
	295/1	0	2	65
	295/4	0	3	50
	303/3	0	1	70
	303/4	0	3	75
	304	0	1	90
	309/2	0	6	70
	308/1	0	1	15
	311/2	0	1	35
	311/3	0	13	10
	318	0	0	80
	312	0	11	5
	313	0	6	50
	314	0	0	5
	533	0	3	0
	534	0	7	55
	527/1	0	4	85
8.SATLANA	121/1	0	4	40
	121/2	0	11	30
	122	0	51	90
	128/2	0	4	0
	138	0	24	10
	137/1	0	24	15
	137/2	0	17	50
	137/3	0	18	90
	137/4	0	16	40
	137/5	0	19	70
	140	0	4	15
	137/6	0	26	65
	142/2/1	0	22	55
	142/2/2	0	20	0
	142/2/3/1	0	18	30
	142/2/4	0	28	5
	168/2	0	59	5
	168/1/2	0	1	70
	172	0	37	60
9.MURADHPURA	292/2	0	1	75
	292/3	0	32	35
	292/4	0	20	35
	284/2/2	0	48	40
	284/2/3	0	0	5

1	2	3	4	5
MURADHPURA (Cont'd)	284/2/1	0	3	10
	299/1	0	27	30
	299/3	0	30	60
	309/1	0	73	30
	310/2	0	3	65
	311/1	0	2	30
	313/1	0	16	90
	313/6	0	25	85
	346/1	0	6	40
	345/3	0	35	95
	343	0	45	20
	348/2	0	11	45
	348/1	0	7	85
	348/3	0	3	5
	342/2	0	27	65
	342/7	0	34	70
	350/1	0	44	70
	350/2	0	26	70
	350/3	0	7	45
	350/7	0	0	10
	350/9	0	23	80
	351	0	8	55
10.RINGNODHIYA	43/2	0	9	0
	33	0	44	10
	37/4	0	0	85
	34/1	0	32	25
	34/2	0	12	85
	35/2	0	35	80
	36/1	0	38	85
	36/2	0	11	65
	78/1	0	22	45
	74/3	0	14	95
	74/2	0	18	85
	77	0	3	60
	74/1/3	0	26	75
	76	0	2	40
	75/1	0	44	95
	113/1	0	14	90
	114	0	20	65
	117	0	33	45
	122	0	28	55
	207/2/4	0	47	40
	206	0	1	80
	205/11	0	37	60
	205/10	0	22	10
	202	0	32	45

1	2	3	4	5
RINGNODHIYA (Cont'd)	203	0	31	60
11.PANCHDERIYA	59	0	11	5
	6	0	24	25
	5	0	22	85
	10/2	0	47	20
	13/1	0	51	75
	13/2	0	0	2
	12/2/2	0	35	70
	12/2/2/2	0	26	95
	16/2	0	50	15
	16/2/1	0	53	70
	32/2	0	36	45.5
	31/1	0	4	65
	31/2	0	8	10
	30/2	0	43	20
	30/1	0	8	85
	25/3	0	35	5
	25/2/2	0	9	25
	203/2	0	29	35
	205/4	0	35	70
	205/5	0	18	10
	205/2	0	0	65
	206/1/1	0	34	0
	206/1/2	0	27	95
12.PADLIYA BAJRANG	62	0	13	90
	9/2/1	0	23	65
	9/3	0	65	15
	34/1	0	45	90
	36	0	46	20
	37/1/1	0	31	90
	38/4	0	11	50
	38/2	0	54	15
	61/1/13/1	0	5	65
	61/1/8	0	2	80
	61/1/13/2	0	18	55
	61/1/6	0	15	90
	61/1/2	0	18	35
	61/1/12	0	18	90
	62	0	6	70
	68/1	0	37	75
	69/3	0	41	15
	69/1	0	35	85
	70	0	57	35
	174/1/7C	0	28	25
	174/1/9	0	17	95

1	2	3	4	5
PADLIYA BAJRANG (Cont'd)	177/3	0	9	0
	177/4	0	0	40
	179	0	36	40
	180	0	3	80
13.RAMPIPLIYA	26/1	0	18	35
	26/2	0	92	95
	25	0	61	60
	27/1	0	5	85
	24/2	0	9	35
	37	0	27	20
	40	0	11	40
	41	0	2	40
	39	0	0	90
	43	0	10	55
	44	0	5	85
	118	0	6	25
	115	0	1	55
	110	0	2	35
	119	0	46	95
	101/4	0	0	40
	100	0	1	60
	137	0	14	70
	99/1	0	1	35
	138	0	22	5
	139	0	9	95
	140	0	32	80
	197/3	0	1	10
	197/1/4	}	40	95
	197/1/5			
	197/1/7			
	197/1/1	0	3	30
	197/2	0	23	25
	197/1/6	0	5	75
	195	0	22	85
	196/1	0	41	85
	196/2	0	36	50
	208	0	18	15
	207/1	0	18	50
	207/2	0	0	10
	283/1/1/1	}	75	35
	283/1/1/2			
	283/1/2			
	283/2	0	0	60
	288/3/1	0	4	90
	288/3/2	0	0	65
	282/1	0	59	45

1	2	3	4	5	
RAMPIPLIYA (Cont'd)	282/2	0	46	65	
	281/1	0	28	5	
	280/3/2	0	0	15	
	274	0	5	50	
	264	0	8	80	
	263	0	28	30	
	257/2	0	47	60	
	257/3	0	47	35	
	275/1	0	26	60	
	275/2	0	21	70	
	276	0	30	55	
	277/2	0	30	20	
	278/1	0	55	0	
	278/2	0	1	85	
	14.LASUDIYA PARMAR	35	0	29	95
		31/1/2	0	32	80
		37/2	0	43	95
39/1		0	38	30	
39/3		0	1	60	
41/1		0	28	75	
41/3/1		}	0	8	25
41/4/1					
44		0	37	45	
43		0	10	95	
50		0	55	80	
52/1		0	17	5	
33/3/1		}	0	1	20
33/3/2					
33/4					
334/1		}	0	15	95
334/2					
333/6		0	21	90	
333/7		0	5	65	
367/1		0	2	0	
365		0	6	85	
364		0	18	50	
370/425/1		0	8	90	
388		0	23	70	
382		0	59	30	
391		0	1	30	
380		0	35	50	
379/1		0	20	55	
379/2		0	12	50	
387/1		0	18	5	

1	2	3	4	5
15.BHONDWAS	77	0	6	40
	80	0	40	50
	82	0	21	80
	89	0	28	90
15.DAKATCHIYA JAGIR	1265/2/2/4	0	34	35
	1265/2/3/4	0	29	15
	1270/3	0	21	95
	1271/1	0	21	85
	1271/2	0	6	35
	1272/2	0	30	70
	1288	0	38	40
	1289	0	26	70
17.KADVALI BUJURG	31/1	0	18	65
	31/2	0	11	40
	31/3	0	16	30
	31/4	0	18	45
	32/2	0	28	95
	32/4	0	35	70
	33	0	24	5
	34/1	0	39	55
	34/2	0	26	95
	45	0	0	10
	44/1	}	37	95
	44/2			
	286	0	26	25
	288/2	0	29	85
	298	0	53	20
	311/1	0	8	50
	311/2	0	22	85
	310	0	26	15
	325	0	23	25
	326/1	0	1	35
	326/2	0	25	65
	334	0	24	25
	333	0	21	65
18.KADVALI KHURD	11/1	0	0	5
	11/2	0	12	90
	12	0	26	20
	15	0	8	20
	9/1	0	40	0
	9/2	0	16	20
	56	0	22	35
	58	0	31	55
	59	0	32	35
	89	0	17	10

1	2	3	4	5
KADVALI KHURD (Cont'd)	88	0	9	10
	86	0	15	65
	87	0	27	65
	75	0	8	95
	69/1	0	16	35
	74/1	0	2	55
	74/2/2	0	0	35
	74/3	0	5	0
	74/4	0	11	65
	73	0	9	70
	72/2	0	1	60
	542/1	0	55	0
	547/1	0	49	80
	624/1	0	10	40
	624/2	0	17	85
	625	0	20	20
	626/1	0	14	95
	626/2	0	13	95
	628	0	27	30
	629/1	0	14	0
	629/2	0	13	50
	630/2/1	0	8	40
	630/3	0	25	0
	623/3	0	36	45
	541/2	0	0	5
19.MANDALVADA	283/1	0	53	45
	283/2	0	4	45
	282/1/1	0	12	50
	282/1/2	0	9	95
	282/2	0	8	50
	296	0	34	35
	295	0	55	70
	538/1	0	45	95
	509	0	11	80
	515	0	3	25
	533/1	0	30	40
	533/2	0	35	40
	548/1	0	23	20
	548/2	0	2	5
	550	0	1	55
	546	0	17	30
	552	0	35	10
	554/2	0	59	90
	554/1	0	22	40

1	2	3	4	5
20.RAHUKHEDI	77/1	0	11	60
	78/1/c	0	24	15
	78/1/f	0	43	55
	78/2	0	1	55
	83/1	0	1	5
	82/1	0	22	80
	93/2	0	46	70

[No. L. 14014/27/2001-G.P.]

SWAMI SINGH, Director

नई दिल्ली, 25 जून, 2002

क्र. आ. 2125.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्यांक 211 तारीख 22 जनवरी 2002 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में मैसर्स गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड की संप्रवर्तक कम्पनी मैसर्स रिलायंस इन्डस्ट्रीज लिमिटेड के गोवा के उत्तरी / दक्षिणी अपतट के खोज ब्लॉकों और आन्ध्रप्रदेश की संरचनाओं से आन्ध्रप्रदेश राज्य में जिला मेडक के विभिन्न उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की यह घोषणा की थी कि मैसर्स गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और उक्त राजपत्र अधिसूचना की प्रतियां साधारण जनता को तारीख 22 फरवरी, 2002 को उपलब्ध करा दी गई थीं ;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है ;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि पाइपलाइन बिछाने के लिए भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख से, केन्द्रीय सरकार में निहित होने की बजाए सभी विल्लंगमों से मुक्त, मैसर्स गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड में निहित होगा।

अनुसूची					
क्षेत्र					
गांव का नाम	सर्वे नंबर	सब-डिविजन नंबर	हेक्टर	एर	सि-एर
1	2	3	4	5	6
मण्डल : कोण्डापुर		जिला : मेवक		राष्ट्र : आन्ध्रप्रदेश	
1. गारकुर्ति	42	-	0	02	30
	43	-	0	37	25
	44	-	0	14	70
	49	-	0	58	00
	52	-	0	54	30
	56	-	0	06	70
	57	-	0	24	55
	58	-	0	70	00
	62	-	0	06	10
	63	-	0	22	50
	64	-	0	36	40
	65	-	0	11	35
	66	-	0	60	00
	72	-	0	36	25
	73	-	0	30	00
कुल	15	-	4	70	40
2. लोहरपल्ली	2	-	0	15	30
	31	-	0	00	40
	55	-	0	35	50
	57	-	0	47	70
	58	-	0	00	40
	67	-	0	66	25
	68	-	0	33	70
	69	-	0	08	90
कुल	9	-	2	08	15
3. गिरापुर	148	-	0	01	40
	149	-	0	09	40
	150	-	0	15	80
	161	-	0	44	30
	162	17	0	02	15
	162	18	0	37	00
	162	19	0	32	05
	162	20	0	04	00
	162	34	0	15	75
कुल	8	-	1	61	85
4. मल्कापुर	9	-	0	04	90
	108	-	0	15	40
	109	-	0	58	55
	110	-	0	34	30
	111	-	0	67	80
	127	-	0	52	45
	132	-	0	13	90
	133	-	0	13	40
	137	-	0	01	45
	138	-	0	94	20

1	2	3	4	5	6
4. मल्कापूर (निरंतर)	139	-	0	00	40
	141	-	0	06	20
	142	-	0	52	20
	143	-	0	16	95
	148	-	0	66	80
	519	-	0	22	30
	522	1	0	15	05
	523	-	0	20	90
	528	-	0	27	80
	530	-	0	00	40
	534	-	0	01	45
	535	-	0	02	40
	536	-	0	03	25
	537	-	0	06	00
	539	-	0	11	05
	542	-	0	25	45
	543	-	0	07	10
	544	-	0	16	95
	606	-	0	00	40
	607	-	0	19	25
	608	-	0	32	25
	609	-	0	42	95
	610	-	0	07	60
	611	-	0	04	75
	612	-	0	00	90
	623	-	0	13	30
	624	-	0	14	40
	684	-	0	31	45
	687	-	0	00	40
	688	-	0	44	60
	690	-	0	21	45
	691	-	0	42	00
	692	-	0	10	10
	693	-	0	38	10
	696	-	0	33	75
	697	-	0	38	70
	698	-	0	36	45
कुल	47	-	10	91	80

मण्डल : संगारेड्डी	जिला : मेवळ			राष्ट्र : आन्ध्रप्रदेश	
1. केतलापूर	37	-	0	70	55
	38	-	0	30	20
	40	-	0	07	55
	43	-	0	21	70
	44	-	0	11	70
	45	-	0	07	80
	64	-	0	00	40
	74	-	0	17	70

1	2	3	4	5	6
1. केतलापूर (निरंतर)	75	-	0	11	35
	76	-	0	01	30
	79	-	0	07	35
	80	-	0	08	75
	81	-	0	07	40
	82	-	0	00	45
	83	-	0	13	65
	146	1	1	97	85
कुल	16	-	4	15	70
2. पोतिरेड्डीपल्ली	154	-	0	51	50
	186	-	0	57	05
कुल	2	-	1	08	55
3. कन्दी	475	-	0	24	15
	615	-	3	08	90
	616	-	0	70	35
	622	-	0	00	55
	627	-	0	18	10
	628	-	0	13	20
	629	-	0	18	45
	643	-	0	32	30
	644	-	0	79	65
	648	-	0	64	35
	654	-	0	38	65
	655	-	0	14	80
	656	9	0	40	20
	656	15	0	82	95
	667	-	0	59	15
	669	-	0	66	95
	677	-	0	57	65
	678	-	0	60	00
	681	-	0	19	85
कुल	19	-	10	70	20
4. धेर्याल	78	-	0	00	70
	79	-	0	06	30
	81	-	0	01	15
	82	-	0	28	45
	83	-	0	60	95
	92	-	0	58	45
	718	-	0	17	80
	719	-	0	00	40
	720	-	0	00	40
	721	-	0	01	05
	722	-	0	20	40
	725	-	0	03	15
	726	-	0	08	90
	727	-	0	01	50
	728	-	0	09	15
	729	-	0	01	55
	730	-	0	01	00

1	2	3	4	5	6
4. चैर्याल (निरंतर)	731	-	0	05	00
	732	-	0	01	15
	733	-	0	13	00
	739	-	0	11	05
	740	-	0	35	55
कुल	22	-	2	87	05

मण्डल : पठानचेल्सु	जिला : मेयक	राष्ट्र : आन्ध्रप्रदेश			
1. सखवरम	52	6	0	32	20
	57	-	0	01	10
	60	-	0	26	65
	61	-	0	36	55
	62	-	0	02	05
	69	-	0	01	80
	96	-	0	22	65
	97	-	0	30	80
	98	-	0	23	55
	102	-	0	03	00
	103	-	0	44	40
	178	-	0	28	10
	186	-	0	18	65
	187	-	0	09	90
	189	-	0	56	45
	190	-	0	22	45
	191	-	0	01	45
	192	-	0	02	75
	193	-	0	48	65
	194	-	0	18	00
	195	-	0	14	90
	203	-	0	07	50
	723	-	0	85	50
	749	-	0	03	30
	751	-	0	31	40
	752	-	0	65	70
	754	-	0	23	30
	755	-	0	73	10
	756	-	0	46	20
	759	-	0	37	65
	760	-	0	31	65
	761	-	0	42	35
	766	-	0	34	10
	792	-	0	37	15
	794	-	0	02	05
	795	-	0	12	15
	796	-	0	07	40
	932	-	0	48	55
	933	-	0	11	60
	934	-	0	16	50
	935	-	0	44	05
	955	-	0	19	15
	957	-	0	49	85
	958	-	0	04	65
	959	-	0	24	65
	961	-	0	00	40
कुल	46	-	12	05	95

1	2	3	4	5	6
2. लकडारम	615	-	0	04	80
	616	-	0	00	50
	617	-	0	37	70
	618	-	0	26	50
	619	-	0	21	30
	628	-	0	27	10
	629	-	0	43	60
	631	-	0	00	90
	633	-	0	59	85
	650	-	0	17	00
	651	-	0	11	20
	656	-	0	24	00
	658	-	0	04	65
	659	-	0	21	05
	660	-	0	18	70
	738	1	6	11	70
	744	24	0	77	70
कुल	17	-	10	8	25
3. ऐनोल	31	-	0	10	30
	32	-	0	12	10
	34	-	3	09	30
	36	-	0	16	75
	37	-	0	03	20
	38	-	0	05	00
	39	-	3	00	00
	84	-	0	47	00
	85	-	0	39	40
	86	-	0	39	00
	87	-	0	27	20
	88	-	0	30	85
	89	-	0	08	70
	89	A	0	18	65
	90	-	0	11	10
	90	2	0	19	30
	101	-	1	03	30
	102	-	0	57	60
	103	-	0	17	10
	104	-	0	16	30
	105	-	0	26	70
	106	-	0	25	55
	107	-	0	09	25
	108	-	0	14	35
	277	-	2	50	00
कुल	25	-	14	18	00
4. हदिरेशम	77	-	0	73	10
	119	-	0	69	85
	340	-	0	04	00
	341	-	0	59	50
कुल	4	-	2	06	45
मण्डल : जिल्लारम	जिला : मेबक			राष्ट्र : आन्ध्रप्रदेश	
1. माधवरमु	25	-	0	22	25
	26	-	0	09	05

1	2	3	4	5	6
1. माधवरमु (भिरतर)	35	-	0	34	20
	37	-	0	10	00
	38	-	0	11	45
	699	-	0	08	30
	700	-	0	52	00
	701	-	0	00	40
	704	-	0	51	10
	705	-	0	31	05
कुल	10	-	2	29	80
2. कोडाकंची	46	-	2	61	35
	225	-	0	00	40
	226	-	0	24	95
	227	-	0	02	45
	229	-	0	05	50
	230	-	0	47	15
	231	-	0	00	40
	234	-	0	29	40
	236	-	0	16	20
	237	-	0	05	55
	238	-	0	10	30
	239	-	0	03	15
	240	-	0	12	40
	241	-	0	15	75
	245	-	0	36	70
	261	-	0	56	50
	263	-	0	03	15
	264	-	0	65	60
	265	-	0	47	15
	270	-	0	54	95
कुल	22	-	6	99	00
3. नलपूड	160	-	0	19	00
	217	-	0	69	45
	218	-	0	72	45
	219	-	0	40	55
	228	-	0	46	55
	231	1	0	09	25
	231	2	0	25	00
	231	3	0	18	00
	232	-	0	38	80
	243	-	0	50	00
	244	-	0	08	50
	245	-	0	04	20
कुल	12	-	4	01	75
4. किष्टायपल्लि	5	-	0	00	40
	155	-	0	37	80
	156	-	0	28	30
	157	-	0	00	80
	159	-	0	42	85
	161	-	0	84	20
	166	-	3	26	00
कुल	7	-	5	20	35

1	2	3	4	5	6
5. कोरलाकुन्दा	1	-	0	99	45
	9	-	0	00	40
	20	-	0	10	10
	24	-	0	45	75
	25	-	0	07	15
	28	-	0	43	55
	29	-	0	15	00
	34	-	0	00	55
	35	-	1	49	05
	36	-	0	22	70
	37	-	0	19	40
	56	-	0	08	85
	57	-	0	13	60
	58	-	0	02	85
	59	-	0	22	05
	60	-	0	00	55
	61	-	0	09	60
	63	-	0	00	40
	64	-	0	00	40
कुल	19	-	4	71	40
6. गडिपोतारम	6	-	1	02	75
	7	-	0	10	35
	9	-	0	05	65
	10	-	0	34	15
	11	-	1	40	30
	25	-	0	00	40
	56	-	0	26	75
कुल	7	-	3	20	35
7. अलीनगर	42	-	3	30	00
	45	-	0	07	80
	46	-	0	20	30
	47	-	0	15	35
	53	-	0	01	95
कुल	5	-	3	75	40

[फा. सं. एल. 14014/2/2002-जी.पी.]

स्वामी सिंह, निदेशक

New Delhi, the 25th June, 2002

S. O. 2125.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural gas, S.O.211, dated the 22nd January, 2002, issued under sub-section (1) of section 3 of the Petroleum and Minerals pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of natural gas from the exploration blocks in the Northern/Southern Offshore of Goa and Structures in Andhra Pradesh of M/S Reliance Industries Limited, the promoter company of M/s Gas Transportation and Infrastructure Company Limited to the various consumers of District Medak in the State of Andhra Pradesh, a pipeline should be laid by M/s Gas Transportation and Infrastructure Company Limited;

And whereas copies of the said Gazette notification were made available to the public on the 21st day of February 2002;

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule appended to this notification is hereby acquired, for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest, on the date of publication of the declaration, in M/S Gas Transportation and Infrastructure Company Limited, free from all encumbrances.

SCHEDULE					
			AREA		
Name of the Village	Survey No	Sub-Division No	Hectare	Are	C-Are
1	2	3	4	5	6
Mandal : Kondapur		District : Medak		State : Andhra Pradesh	
1.Garakurthi	42	-	0	02	30
	43	-	0	37	25
	44	-	0	14	70
	49	-	0	58	00
	52	-	0	54	30
	56	-	0	06	70
	57	-	0	24	55
	58	-	0	70	00
	62	-	0	06	10
	63	-	0	22	50
	64	-	0	36	40
	65	-	0	11	35
	66	-	0	60	00
	72	-	0	36	25
	73	-	0	30	00
Total	15	-	4	70	40
2.Thogarpalli	2	-	0	15	30
	31	-	0	00	40
	55	-	0	35	50
	57	-	0	47	70
	58	-	0	00	40
	67	-	0	66	25
	68	-	0	33	70
	69	-	0	08	90
Total	9	-	2	08	15
3.Girmapur	148	-	0	01	40
	149	-	0	09	40
	150	-	0	15	80
	161	-	0	44	30
	162	17	0	02	15
	162	18	0	37	00
	162	19	0	32	05
	162	20	0	04	00
	162	34	0	15	75
Total	8	-	1	61	85
4.Malkapur	9	-	0	04	90
	108	-	0	15	40
	109	-	0	58	55
	110	-	0	34	30
	111	-	0	67	80
	127	-	0	52	45
	132	-	0	13	90
	133	-	0	13	40
	137	-	0	01	45
	138	-	0	94	20

1	2	3	4	5	6
4.Malkapur (Cont'd)	139	-	0	00	40
	141	-	0	06	20
	142	-	0	52	20
	143	-	0	16	95
	148	-	0	66	80
	519	-	0	22	30
	522	1	0	15	05
	523	-	0	20	90
	528	-	0	27	80
	530	-	0	00	40
	534	-	0	01	45
	535	-	0	02	40
	536	-	0	03	25
	537	-	0	06	00
	539	-	0	11	05
	542	-	0	25	45
	543	-	0	07	10
	544	-	0	16	95
	606	-	0	00	40
	607	-	0	19	25
	608	-	0	32	25
	609	-	0	42	95
	610	-	0	07	60
	611	-	0	04	75
	612	-	0	00	90
	623	-	0	13	30
	624	-	0	14	40
	684	-	0	31	45
	687	-	0	00	40
	688	-	0	44	60
	690	-	0	21	45
	691	-	0	42	00
	692	-	0	10	10
	693	-	0	38	10
	696	-	0	33	75
	697	-	0	38	70
	698	-	0	36	45
Total	47	-	10	91	80

Mandal : Sangareddy	District : Medak		State : Andhra Pradesh		
1.Kothlapur	37	-	0	70	55
	38	-	0	30	20
	40	-	0	07	55
	43	-	0	21	70
	44	-	0	11	70
	45	-	0	07	80
	64	-	0	00	40
	74	-	0	17	70

1	2	3	4	5	6
1.Kothlapur (Contd.)	75	-	0	11	35
	76	-	0	01	30
	79	-	0	07	35
	80	-	0	08	75
	81	-	0	07	40
	82	-	0	00	45
	83	-	0	13	65
	146	1	1	97	85
Total	16	-	4	15	70
2.Pothireddypalli	154	-	0	51	50
	186	-	0	57	05
Total	2	-	1	08	55
3.Kandi	475	-	0	24	15
	615	-	3	08	90
	616	-	0	70	35
	622	-	0	00	55
	627	-	0	18	10
	628	-	0	13	20
	629	-	0	18	45
	643	-	0	32	30
	644	-	0	79	65
	648	-	0	64	35
	654	-	0	38	65
	655	-	0	14	80
	656	9	0	40	20
	656	15	0	82	95
	667	-	0	59	15
	669	-	0	66	95
	677	-	0	57	65
	678	-	0	60	00
	681	-	0	19	85
Total	19	-	10	70	20
4.Cherial	78	-	0	00	70
	79	-	0	06	30
	81	-	0	01	15
	82	-	0	28	45
	83	-	0	60	95
	92	-	0	58	45
	718	-	0	17	80
	719	-	0	00	40
	720	-	0	00	40
	721	-	0	01	05
	722	-	0	20	40
	725	-	0	03	15
	726	-	0	08	90
	727	-	0	01	50
	728	-	0	09	15
	729	-	0	01	55
	730	-	0	01	00

1	2	3	4	5	6
4.Cheriyal (Contd.)	731	-	0	05	00
	732	-	0	01	15
	733	-	0	13	00
	739	-	0	11	05
	740	-	0	35	55
Total	22	-	2	87	05

Mandal : Patancheruvu	District : Medak		State : Andhra Pradesh		
1.Rudravaram	52	6	0	32	20
	57	-	0	01	10
	60	-	0	26	65
	61	-	0	36	55
	62	-	0	02	05
	69	-	0	01	80
	96	-	0	22	65
	97	-	0	30	80
	98	-	0	23	55
	102	-	0	03	00
	103	-	0	44	40
	178	-	0	28	10
	186	-	0	18	65
	187	-	0	09	90
	189	-	0	56	45
	190	-	0	22	45
	191	-	0	01	45
	192	-	0	02	75
	193	-	0	48	65
	194	-	0	18	00
	195	-	0	14	90
	203	-	0	07	50
	723	-	0	85	50
	749	-	0	03	30
	751	-	0	31	40
	752	-	0	65	70
	754	-	0	23	30
	755	-	0	73	10
	756	-	0	46	20
	759	-	0	37	65
	760	-	0	31	65
	761	-	0	42	35
	766	-	0	34	10
	792	-	0	37	15
	794	-	0	02	05
	795	-	0	12	15
	796	-	0	07	40
	932	-	0	48	55
	933	-	0	11	60
	934	-	0	16	50
	935	-	0	44	05
	955	-	0	19	15
	957	-	0	49	85
	958	-	0	04	65
	959	-	0	24	65
	961	-	0	00	40
Total	46	-	12	05	95

1	2	3	4	5	6
2.Lakdaram	615	-	0	04	80
	616	-	0	00	50
	617	-	0	37	70
	618	-	0	26	50
	619	-	0	21	30
	628	-	0	27	10
	629	-	0	43	60
	631	-	0	00	90
	633	-	0	59	85
	650	-	0	17	00
	651	-	0	11	20
	656	-	0	24	00
	658	-	0	04	65
	659	-	0	21	05
	660	-	0	18	70
	738	1	6	11	70
	744	24	0	77	70
Total	17	-	10	8	25
3.Inole	31	-	0	10	30
	32	-	0	12	10
	34	-	3	09	30
	36	-	0	16	75
	37	-	0	03	20
	38	-	0	05	00
	39	-	3	00	00
	84	-	0	47	00
	85	-	0	39	40
	86	-	0	39	00
	87	-	0	27	20
	88	-	0	30	85
	89	-	0	08	70
	89	A	0	18	65
	90	-	0	11	10
	90	2	0	19	30
	101	-	1	03	30
	102	-	0	57	60
	103	-	0	17	10
	104	-	0	16	30
	105	-	0	26	70
	106	-	0	25	55
	107	-	0	09	25
	108	-	0	14	35
	277	-	2	50	00
Total	25	-	14	18	00
4.Indresham	77	-	0	73	10
	119	-	0	69	85
	340	-	0	04	00
	341	-	0	59	50
Total	4	-	2	06	45
Mandal : Jinnaram District : Medak State : Andhra Pradesh					
1.Madhavaram	25	-	0	22	25
	26	-	0	09	05

1	2	3	4	5	6
1.Madhavaram (Contd.)	35	-	0	34	20
	37	-	0	10	00
	38	-	0	11	45
	699	-	0	08	30
	700	-	0	52	00
	701	-	0	00	40
	704	-	0	51	10
	705	-	0	31	05
Total	10	-	2	29	80
2.Kodakanchi	46	-	2	61	35
	225	-	0	00	40
	226	-	0	24	95
	227	-	0	02	45
	229	-	0	05	50
	230	-	0	47	15
	231	-	0	00	40
	234	-	0	29	40
	236	-	0	16	20
	237	-	0	05	55
	238	-	0	10	30
	239	-	0	03	15
	240	-	0	12	40
	241	-	0	15	75
	245	-	0	36	70
	261	-	0	56	50
	263	-	0	03	15
	264	-	0	65	60
	265	-	0	47	15
	270	-	0	54	95
Total	22	-	6	99	00
3.Nalloor	160	-	0	19	00
	217	-	0	69	45
	218	-	0	72	45
	219	-	0	40	55
	228	-	0	46	55
	231	1	0	09	25
	231	2	0	25	00
	231	3	0	18	00
	232	-	0	38	80
	243	-	0	50	00
	244	-	0	08	50
	245	-	0	04	20
Total	12	-	4	01	75
4.Kistalpalli	5	-	0	00	40
	155	-	0	37	80
	156	-	0	28	30
	157	-	0	00	80
	159	-	0	42	85
	161	-	0	84	20
	166	-	3	26	00
Total	7	-	5	20	35

1	2	3	4	5	6
5.Korlakunta	1	-	0	99	45
	9	-	0	00	40
	20	-	0	10	10
	24	-	0	45	75
	25	-	0	07	15
	28	-	0	43	55
	29	-	0	15	00
	34	-	0	00	55
	35	-	1	49	05
	36	-	0	22	70
	37	-	0	19	40
	56	-	0	08	85
	57	-	0	13	60
	58	-	0	02	85
	59	-	0	22	05
	60	-	0	00	55
	61	-	0	09	60
	63	-	0	00	40
	64	-	0	00	40
Total		19	-	4	71
6.Gadipotharam	6	-	1	02	75
	7	-	0	10	35
	9	-	0	05	65
	10	-	0	34	15
	11	-	1	40	30
	25	-	0	00	40
	56	-	0	26	75
Total		7	-	3	20
7.Allinagar	42	-	3	30	00
	45	-	0	07	80
	46	-	0	20	30
	47	-	0	15	35
	53	-	0	01	95
Total		5	-	3	75

[No. L. 14014/2/2002-G.P.]

SWAMI SINGH, Director

नई दिल्ली, 25 जून, 2002

का. आ. 2126. केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1982 (1982 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्यांक 212 तारीख 22 जनवरी, 2002 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में मैसर्स गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड की संप्रवर्तक कम्पनी मैसर्स रिलायंस इन्डस्ट्रीज लिमिटेड के गोवा के उत्तरी / दक्षिणी अपतट के खोज ब्लॉकों और आन्ध्रप्रदेश की संरचनाओं से आन्ध्रप्रदेश राज्य में जिला मेडक के विभिन्न उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की यह घोषणा की थी कि मैसर्स गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और उक्त राजपत्र अधिसूचना की प्रतियां साधारण जनता को तारीख 21 फरवरी, 2002 को उपलब्ध करा दी गई थीं ;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और, केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग का अधिकार अर्जित करने का विनिश्चय किया है ;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाए ;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि पाइपलाइन बिछाने के लिए भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख से, केन्द्रीय सरकार में निहित होने की बजाए सभी वििल्लंगनों से मुक्त, मैसर्स गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड में निहित होगा।

अनुसूची					
क्षेत्र					
गाँव का नाम	सर्वे नंबर	सब-डिविजन नंबर	हेक्टेर	एर	सि-एर
1	2	3	4	5	6
मण्डल : कसीरबाह		जिला : मेवक		राज्य : आन्ध्रप्रदेश	
1. थनाश्री	102	1	0	31	95
	102	2	0	91	05
	113	-	0	89	05
	117	-	0	66	00
	119	-	0	30	90
	121	-	0	88	00
	128	-	0	32	10
	130	-	0	57	45
	131	-	0	58	20
	133	-	0	39	40
	134	-	0	01	00
	145	-	0	45	45
	146	2	0	03	80
	152	-	0	74	00
	153	-	0	55	60
	154	-	0	46	00
	155	-	0	30	90
	156	-	0	41	15
	165	-	0	56	45
	166	-	0	60	00
	296	-	0	16	10
	297	-	0	00	90
	298	-	0	13	55
	299	-	0	01	20
कुल	24	-	10	30	20
2. इप्पेपल्ली	1	-	0	40	45
	2	-	0	70	95
	12	-	0	45	70
	16	-	0	34	10
	18	-	0	83	20
	23	-	1	36	60
	78	-	1	11	55
	90	-	1	11	60
	91	-	0	29	75
	92	-	0	22	20
	93	-	0	53	00
	94	-	0	02	10
	95	-	0	28	90
	96	-	0	00	40
कुल	14	-	7	70	50
3. रायपल्ली	9	-	1	01	00
	16	-	0	38	60
कुल	2	-	1	39	60

1	2	3	4	5	6
4. होथी (मुजठुग)	82	-	0	50	55
	83	-	0	52	55
	85	-	0	22	00
	86	-	0	40	00
	91	-	5	58	00
	124	-	0	12	00
	125	-	3	25	00
	146	-	1	10	00
	147	-	0	05	20
	159	-	0	69	50
	162	-	0	35	00
	164	-	0	64	00
	167	-	0	35	00
	181	-	0	17	00
	182	-	0	71	95
	221	-	0	24	00
	222	-	0	32	00
कुल	17	-	15	23	75
5. होथी (खुर्द)	7	-	0	21	00
	13	-	0	00	25
	14	-	0	64	80
	15	-	0	29	00
	16	-	0	28	00
	22	-	0	39	45
	68	-	0	38	40
	69	-	1	00	00
	97	-	1	24	00
	100	-	0	58	95
	101	-	0	87	00
कुल	10	-	5	90	85
6. रन्जोल	129	-	0	32	80
	130	-	0	17	20
	140	-	0	41	45
	141	-	2	37	05
	149	-	0	52	95
Total	5	-	3	81	45
7. हुग्गेल्ली	127	-	0	65	65
	131	-	4	84	00
	136	-	0	97	00
	138	-	0	41	25
	151	-	0	16	10
कुल	5	-	7	04	00

मण्डल : कोकीर		जिला : मेदक		राष्ट्र : आन्ध्रप्रदेश	
1. माद्री	50	-	0	78	40
	55	-	0	31	10
	56	-	0	29	95
	58	-	1	07	05
	59	-	0	23	55
	60	-	0	26	70
	92	-	0	01	65
	93	-	0	10	80
	94	-	0	31	95
	95	-	0	94	45
	97	-	0	29	60
	98	-	0	17	90

1	2	3	4	5	6
1. माद्री (निरंतर)	99	-	0	31	65
	103	-	0	55	60
	104	-	0	09	20
	106	-	0	00	40
	117	-	0	73	75
	118	-	0	61	70
	124	-	0	69	05
	125	-	0	56	10
कुल	19	-	8	40	55
2. गुरुजवाडा	17	-	0	66	45
	18	-	0	67	45
	19	-	0	47	40
	20	-	0	46	00
कुल	4	-	2	27	30
3. कावेली	108	-	0	43	30
	109	1	0	18	50
	109	2	0	15	55
	115	-	0	08	45
	118	-	0	86	15
	119	2	0	39	85
	136	-	0	13	45
	137	-	0	71	55
	138	-	0	12	20
	140	-	0	82	85
	168	-	0	12	90
	169	-	0	72	90
	183	-	0	38	10
	188	-	0	08	20
	193	-	0	57	30
	197	-	0	03	85
	198	-	0	20	15
	199	-	0	14	20
	203	-	0	26	45
	254	-	0	14	50
	255	-	0	43	40
	256	-	0	07	30
	257	-	0	33	75
	258	-	0	49	55
	268	-	0	53	75
	269	-	0	07	35
	270	-	0	42	25
	292	-	0	50	95
	295	-	0	54	90
	296	-	0	51	85
	297	-	0	49	05
	299	-	0	37	90
	346	-	0	05	85
कुल	33	-	11	48	25
4. वेकाटापूर	9	-	0	19	75
	12	2	1	22	30
	12	3	0	00	35
	20	2	0	77	60
	21	2	0	18	00
	60	-	0	37	35

1	2	3	4	5	6
4. वेंकाटापुर (निनंतर)	61	-	0	88	20
	62	-	0	23	60
	64	1	2	82	55
	64	6	0	11	50
	64	7	0	66	70
	64	36	0	28	40
	64	61	0	36	40
	64	66	0	37	40
	64	87	0	13	70
	64	76	0	00	15
कुल	16	-	8	63	95

मण्डल : मुनिपल्लि	जिला : मेदक			राष्ट्र : आन्ध्रप्रदेश	
1. कामकोल	172	-	0	32	20
	174	-	0	65	25
	175	-	0	37	55
कुल	3	-	1	35	00
2. इम्रहीमपुर	10	-	0	01	00
	11	-	0	42	70
	55	-	0	06	00
	56	-	0	03	75
	64	-	0	07	75
	65	-	0	18	55
कुल	6	-	0	79	75

मण्डल : सबाशिवपेट	जिला : मेदक	राष्ट्र : आन्ध्रप्रदेश
1 मिलिगिरिपेट	145	1 99 40
कुल	1	99 40
2. तंगेडपल्ली	19	0 39 15
	21	0 01 40
	22	0 32 00
	31	0 28 80
	203	0 73 70
	204	0 35 75
	205	0 62 75
	206	0 05 05
	207	0 12 35
	208	0 50 80
कुल	10	3 41 75
3. मन्त्रिकुन्टा	12	0 76 30
	13	0 37 70
	15	0 62 25
	16	0 47 10
	17	0 47 95
	26	0 14 40
	169	0 29 90
	170	1 02 50
	171	0 01 50
	173	0 43 25
	174	0 37 05
	175	0 42 15

1	2	3	4	5	6
3. मखिकुन्टा (निगतर)	177	-	0	19	50
	179	-	0	24	40
	181	-	0	03	45
	205	-	0	84	35
	206	-	0	56	75
	441	-	0	09	20
	442	-	0	48	15
	444	-	0	65	35
	446	-	0	33	20
कुल	21	-	8	86	40
4. सवाशिवपेट	448	-	0	68	50
	449	-	0	21	30
	450	-	0	78	05
	452	-	0	26	00
	453	-	0	64	75
	455	-	0	68	60
	459	-	0	12	20
	472	-	0	48	45
	473	-	0	73	70
	474	-	0	51	80
	476	-	0	31	20
	477	-	0	14	25
	478	-	0	50	95
	479	-	0	16	20
	481	-	0	31	80
	482	-	0	13	55
	483	-	0	26	60
	484	-	0	25	15
कुल	18	-	7	23	05
5. सिद्धापुर	44	-	0	35	60
	47	-	0	30	55
	48	-	0	43	70
	50	-	0	49	00
	51	-	0	40	60
	52	-	0	77	05
	53	-	0	36	35
	57	-	0	08	90
	68	-	0	52	75
	69	-	0	33	75
	70	-	0	05	00
	172	-	0	24	05
	178	-	0	17	50
	179	-	0	26	00
	182	-	0	25	40
	183	-	0	11	35
	188	-	0	16	35
	189	-	0	29	60
	190	-	0	25	60
	191	-	0	37	95

1	2	3	4	5	6
5. सिद्धापुर (कुजुग)	256	-	0	11	05
	257	-	0	64	55
	259	-	0	50	25
	262	-	0	23	55
	269	-	0	73	50
	272	-	0	60	20
कुल	26	-	9	10	15
6. नन्दिकन्दि	323	-	0	12	70
	446	-	0	29	60
	449	-	1	03	00
	450	-	0	22	55
	451	-	0	01	20
	452	-	0	94	90
	456	-	0	37	80
	520	-	0	02	10
कुल	8	-	3	03	85
7. पेछापुर	476	-	1	90	90
	497	-	0	32	00
	498	-	0	01	05
	499	-	0	01	00
	545	-	0	01	05
	555	-	0	00	95
	556	-	0	80	65
	558	-	0	02	35
	559	-	0	00	75
	560	-	0	23	60
	562	-	0	29	55
	564	-	0	09	80
	565	-	0	04	40
	566	-	0	01	40
	574	-	0	01	15
	575	-	0	11	00
	576	-	0	00	75
	577	-	0	18	20
	578	-	0	32	25
	586	-	0	18	05
कुल	20	-	4	60	85

[फा. सं. एल. 14014/3/2002-जी.पी.]

स्वामी सिंह, निदेशक

New Delhi, the 25th June, 2002

S. O. 2126.— Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas, number S.O.212, dated the 22nd January, 2002, issued under sub-section (1) of section 3 of the Petroleum and Minerals pipelines (Acquisition of Right of User in Land) Act 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of natural gas from the exploration blocks in the Northern/Southern Offshore of Goa and Structures in Andhra Pradesh of M/S Reliance Industries Limited, the promoter company of M/s Gas Transportation and Infrastructure Company Limited to the various consumers of District Medak in the State of Andhra Pradesh, a pipeline should be laid by M/s Gas Transportation and Infrastructure Company Limited;

And whereas copies of the said Gazette notification were made available to the public on the 21st day of February 2002;

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government has, after considering the said report and on being satisfied that the said land is required for laying the pipeline, decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule appended to this notification is hereby acquired, for laying the pipeline;.

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the land for laying the pipeline shall, instead of vesting in the Central Government, vest, on the date of publication of the declaration, in M/S Gas Transportation and Infrastructure Company Limited, free from all encumbrances.

SCHEDULE					
			AREA		
Name of the Village	Survey No	Sub-Division No	Hectare	Are	C-Are
1	2	3	4	5	6
Mandal : Zaheerabad		District : Medak		State : Andhra Pradesh	
1.Dhanasreee	102	1	0	31	95
	102	2	0	91	05
	113	-	0	89	05
	117	-	0	66	00
	119	-	0	30	90
	121	-	0	88	00
	128	-	0	32	10
	130	-	0	57	45
	131	-	0	58	20
	133	-	0	39	40
	134	-	0	01	00
	145	-	0	45	45
	146	2	0	03	80
	152	-	0	74	00
	153	-	0	55	60
	154	-	0	46	00
	155	-	0	30	90
	156	-	0	41	15
	165	-	0	56	45
	166	-	0	60	00
	296	-	0	16	10
	297	-	0	00	90
	298	-	0	13	55
	299	-	0	01	20
Total	24	-	10	30	20
2.Ippepalli	1	-	0	40	45
	2	-	0	70	95
	12	-	0	45	70
	16	-	0	34	10
	18	-	0	83	20
	23	-	1	36	60
	78	-	1	11	55
	90	-	1	11	60
	91	-	0	29	75
	92	-	0	22	20
	93	-	0	53	00
	94	-	0	02	10
	95	-	0	28	90
	96	-	0	00	40
Total	14	-	7	70	50
3.Raipalli	9	-	1	01	00
	16	-	0	38	60
Total	2	-	1	39	60

1	2	3	4	5	6
4.Hothi (bujrug)	82	-	0	50	55
	83	-	0	52	55
	85	-	0	22	00
	86	-	0	40	00
	91	-	5	58	00
	124	-	0	12	00
	125	-	3	25	00
	146	-	1	10	00
	147	-	0	05	20
	159	-	0	69	50
	162	-	0	35	00
	164	-	0	64	00
	167	-	0	35	00
	181	-	0	17	00
	182	-	0	71	95
	221	-	0	24	00
	222	-	0	32	00
Total	17	-	15	23	75
5.Hothi(khurd)	7	-	0	21	00
	13	-	0	00	25
	14	-	0	64	80
	15	-	0	29	00
	16	-	0	28	00
	22	-	0	39	45
	68	-	0	38	40
	69	-	1	00	00
	97	-	1	24	00
	100	-	0	58	95
	101	-	0	87	00
Total	10	-	5	90	85
6.Ranjol	129	-	0	32	80
	130	-	0	17	20
	140	-	0	41	45
	141	-	2	37	05
	149	-	0	52	95
Total	5	-	3	81	45
7.Huggelli	127	-	0	65	65
	131	-	4	84	00
	136	-	0	97	00
	138	-	0	41	25
	151	-	0	16	10
Total	5	-	7	04	00
Mandal : Koheer District : Medak State : Andhra Pradesh					
1.Madri	50	-	0	78	40
	55	-	0	31	10
	56	-	0	29	95
	58	-	1	07	05
	59	-	0	23	55
	60	-	0	26	70
	92	-	0	01	65
	93	-	0	10	80
	94	-	0	31	95
	95	-	0	94	45
	97	-	0	29	60
	98	-	0	17	90

1	2	3	4	5	6
1. Madri (Contd.)	99	-	0	31	65
	103	-	0	55	60
	104	-	0	09	20
	106	-	0	00	40
	117	-	0	73	75
	118	-	0	61	70
	124	-	0	69	05
	125	-	0	56	10
Total	19	-	8	40	55
2. Gurujwada	17	-	0	66	45
	18	-	0	67	45
	19	-	0	47	40
	20	-	0	46	00
Total	4	-	2	27	30
3. Kavali	108	-	0	43	30
	109	1	0	18	50
	109	2	0	15	55
	115	-	0	08	45
	118	-	0	86	15
	119	2	0	39	85
	136	-	0	13	45
	137	-	0	71	55
	138	-	0	12	20
	140	-	0	82	85
	168	-	0	12	90
	169	-	0	72	90
	183	-	0	38	10
	188	-	0	08	20
	193	-	0	57	30
	197	-	0	03	85
	198	-	0	20	15
	199	-	0	14	20
	203	-	0	26	45
	254	-	0	14	50
	255	-	0	43	40
	256	-	0	07	30
	257	-	0	33	75
	258	-	0	49	55
	268	-	0	53	75
	269	-	0	07	35
	270	-	0	42	25
	292	-	0	50	95
	295	-	0	54	90
	296	-	0	51	85
	297	-	0	49	05
	299	-	0	37	90
	346	-	0	05	85
Total	33	-	11	48	25
4. Venkatapur	9	-	0	19	75
	12	2	1	22	30
	12	3	0	00	35
	20	2	0	77	60
	21	2	0	18	00
	60	-	0	37	35

1	2	3	4	5	6
4.Venkatapur (Contd.)	61	-	0	88	20
	62	-	0	23	60
	64	1	2	82	55
	64	6	0	11	50
	64	7	0	66	70
	64	36	0	28	40
	64	61	0	36	40
	64	66	0	37	40
	64	67	0	13	70
	64	76	0	00	15
Total	16	-	8	63	95

Mandal : Munipalli	District : Medak		State : Andhra Pradesh		
1.Kamkol	172	-	0	32	20
	174	-	0	65	25
	175	-	0	37	55
Total	3	-	1	35	00
2.Ibrahimpur	10	-	0	01	00
	11	-	0	42	70
	55	-	0	06	00
	56	-	0	03	75
	64	-	0	07	75
	65	-	0	18	55
Total	6	-	0	79	75

Mandal : Sadashivpet	District : Medak		State : Andhra Pradesh		
1. Milgripet	145	-	1	99	40
Total	1	-	1	99	40
2.Tangedpalli	19	-	0	39	15
	21	-	0	01	40
	22	-	0	32	00
	31	-	0	28	80
	203	-	0	73	70
	204	-	0	35	75
	205	-	0	62	75
	206	-	0	05	05
	207	-	0	12	35
	208	-	0	50	80
Total	10	-	3	41	75
3. Maddikunta	12	-	0	76	30
	13	-	0	37	70
	15	-	0	62	25
	16	-	0	47	10
	17	-	0	47	95
	26	-	0	14	40
	169	-	0	29	90
	170	-	1	02	50
	171	-	0	01	50
	173	-	0	43	25
	174	-	0	37	05
	175	-	0	42	15

1	2	3	4	5	6
3.Maddikunta (Contd.)	177	-	0	19	50
	179	-	0	24	40
	181	-	0	03	45
	205	-	0	84	35
	206	-	0	56	75
	441	-	0	09	20
	442	-	0	48	15
	444	-	0	65	35
	446	-	0	33	20
Total	21	-	8	86	40
4.Sadashivpet	448	-	0	68	50
	449	-	0	21	30
	450	-	0	78	05
	452	-	0	26	00
	453	-	0	64	75
	455	-	0	68	60
	459	-	0	12	20
	472	-	0	48	45
	473	-	0	73	70
	474	-	0	51	80
	476	-	0	31	20
	477	-	0	14	25
	478	-	0	50	95
	479	-	0	16	20
	481	-	0	31	80
	482	-	0	13	55
	483	-	0	26	60
	484	-	0	25	15
Total	18	-	7	23	05
5. Siddapur	44	-	0	35	60
	47	-	0	30	55
	48	-	0	43	70
	50	-	0	49	00
	51	-	0	40	60
	52	-	0	77	05
	53	-	0	36	35
	57	-	0	08	90
	68	-	0	52	75
	69	-	0	33	75
	70	-	0	05	00
	172	-	0	24	05
	178	-	0	17	50
	179	-	0	26	00
	182	-	0	25	40
	183	-	0	11	35
	188	-	0	16	35
	189	-	0	29	60
	190	-	0	25	60
	191	-	0	37	95

1	2	3	4	5	6
Siddapur (Contd.)	256	-	0	11	05
	257	-	0	64	55
	259	-	0	50	25
	262	-	0	23	55
	269	-	0	73	50
	272	-	0	60	20
Total	26	-	9	10	15
6. Nandikandi	323	-	0	12	70
	446	-	0	29	60
	449	-	1	03	00
	450	-	0	22	55
	451	-	0	01	20
	452	-	0	94	90
	456	-	0	37	80
	520	-	0	02	10
Total	8	-	3	03	85
7. Peddapur	476	-	1	90	90
	497	-	0	32	00
	498	-	0	01	05
	499	-	0	01	00
	545	-	0	01	05
	555	-	0	00	95
	556	-	0	80	65
	558	-	0	02	35
	559	-	0	00	75
	560	-	0	23	60
	562	-	0	29	55
	564	-	0	09	80
	565	-	0	04	40
	566	-	0	01	40
	574	-	0	01	15
	575	-	0	11	00
	576	-	0	00	75
	577	-	0	18	20
	578	-	0	32	25
	586	-	0	18	05
Total	20	-	4	60	85

[No. L. 14014/3/2002-G.P.]
SWAMI SINGH, Director

नई दिल्ली, 25 जून, 2002

का. आ. 2127.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मैसर्स गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड की संप्रवर्तक कंपनी मैसर्स रिलायंस इण्डस्ट्रीज के गोवा के उत्तरी/दक्षिणी अपतट (ऑफ्सोर) में खोज ब्लॉकों और आन्ध्रप्रदेश की संरचनाओं से महाराष्ट्र राज्य में सांगली/सोलापुर जिले के विभिन्न उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए मैसर्स गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर पाइपलाइन के बिछाने के संबंध में श्री डी. एस. धोत्रे, सक्षम प्राधिकारी, गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड, पाइपलाइन परियोजना, 59, पाटिल नगर, वीजापुर रोड, सोलापुर-413004, महाराष्ट्र राज्य को लिखित रूप में आक्षेप भेज सकेगा ।

अनुसूची

तहसील : मिरज		जिल्हा : सांगली	राज्य : महाराष्ट्र		
गांव का नाम	गट नंबर	सब-डिविजन नंबर	एरिया		
			हेक्टर	एर	सि-एर
1	2	3	4	5	6
1) डवली	नदी घालवड और ग.नं. 464 के बीच		0	25	20
	464		0	73	20
	463		0	23	64
	274		0	26	13
	275		0	8	90
	462		0	5	58
	276		0	9	5
	277		0	7	1
	सडक ग.नं 277 और 273 मे		0	5	50
	273		0	22	74
	278		0	9	1
	279		0	5	33
	280		0	2	59
	281		0	3	2
	282		0	2	88
	284		0	6	79
	285		0	7	1
	453		0	4	3
	452		0	6	59
	451		0	6	0
	450		0	6	63
	449		0	47	56
	448		0	19	25
	447		0	25	75
	446		0	5	70
	445		0	3	79
	444		0	5	41
	441		0	6	0
	440		0	6	1
	439		0	6	21
	438		0	4	87
	433		0	15	88
	415		0	0	14
	416		0	3	4
	417		0	7	35
	419		0	16	95
	421		0	25	42
	418		0	17	84
	423		0	14	73
	422		0	21	37
कुल संख्या	38		5	20	10
2) म्हेसाळ	1737		0	7	41
	1746		0	30	3
	1748		0	22	47
	1752		0	0	40
	1753		0	2	53

1	2	3	4	5	6
2) मसाल (निरंतर)	1754		0	12	68
	1755		0	12	43
	1757		0	8	79
	1758		0	11	59
	1759		0	11	88
	1760		0	26	96
	1762		0	16	39
	1764		0	7	72
	1765		0	10	4
	1766		0	13	59
	1767		0	5	68
	1554		0	10	55
	1553		0	10	62
	1552		0	4	76
	1551		0	5	1
	1550		0	32	13
	1533		0	33	60
	1532		0	7	98
	1531		0	7	52
	1530		0	12	27
	1529		0	6	20
	1528		0	2	61
	1525		0	0	40
	1527		0	9	42
	1526		0	33	88
	1512		0	63	15
	1513		0	4	57
	1514		0	36	61
	1852		0	1	31
	1510		0	2	68
	1855		0	10	4
	1509		0	28	6
	1507		0	85	48
	1867		0	4	69
	1479		0	0	40
	1868		0	23	39
	1872		0	31	90
	1873		0	14	16
	1875		0	23	85
कुल संख्या	44		7	7	83
3) विजयनगर	सड़क मसाल की सीमा और ग.नं 147 के बीच		0	4	59
	147		0	25	76
	156		0	36	14
	159		0	43	31
	160		0	17	12
	161		0	5	25
	162		0	14	10
	164		0	14	43
	166		0	9	67
	167		0	10	21
	172		0	7	30
	173		0	9	68
	174		0	6	15
	177		0	8	68

1	2	3	4	5	6
3) विजयनगर (निरंतर)	178		0	31	84
	179		0	6	14
	180		0	4	37
	181		0	3	31
	182		0	4	28
	183		0	1	90
	184		0	11	26
	185		0	9	98
	186		0	12	69
	187		0	12	93
	188		0	49	44
	191		0	6	69
	192		0	21	13
	195		0	11	1
	196		0	12	17
	199		0	11	75
	200		0	5	10
	203		0	12	69
	204		0	10	85
सड़क ग.नं. 204 और 207 के बीच			0	8	87
	207		0	29	21
	209		0	17	13
	210		0	15	86
	211		0	7	75
	212		0	6	93
	213	2	0	26	10
	214		0	7	37
	215		0	11	92
	217		0	10	71
	218		0	15	57
	219		0	5	97
	226		0	0	46
	220		0	20	64
	221		0	18	33
	222		0	17	2
	223		0	24	60
कुल संख्या	48		6	96	36
4) बेडगा	2119	ब	0	24	0
सड़क ग.नं. 2119 में			0	4	38
	2119	अ	0	41	37
	2118		0	0	55
नाला ग.नं. 2118 और 2121 के बीच			0	12	90
	2121	ब	0	42	83
	2143		0	65	86
	2144	ब	0	66	3
	1857		0	80	2
	2152		0	25	25
	2156		0	22	83
	2173		0	6	33
	2158		0	0	44
	2172		0	18	85
	2171		0	11	28
	2170		0	3	65

1	2	3	4	5	6
4) बेडग (निरंतर)	2169		0	3	48
	2168		0	7	86
	2167		0	9	37
	2166		0	25	84
	2165		0	10	42
	2163		0	3	12
	2162		0	8	93
	2161		0	0	42
	2159		0	41	61*
सड़क ग.नं. 2159 और 245 के बीच			0	4	11
	245		0	72	56
	242		0	63	65
	250	ब	0	89	29
	261		0	3	38
	251		0	7	38
	260		0	62	89
	259		0	25	23
	258		0	34	15
	257		0	4	92
	404		0	10	31
	403		0	60	39
	407		0	3	95
	400		0	22	43
	408		0	28	78
	414		0	29	42
	418		0	37	98
	417		0	44	21
	416		0	44	21
सड़क ग.नं. 416 और 508 के बीच			0	7	82
	508		0	3	67
सड़क ग.नं. 508 और 507 के बीच			0	6	35
	510		0	0	39
	507		0	42	74
	506		0	17	2
	504		0	37	89
	500		0	40	48
	444		0	0	40
	445		0	1	96
	446		0	31	56
	447		0	3	3
	450		0	46	21
	451		0	1	52
सड़क ग.नं. 450 और 760 के बीच			0	3	95
	759		0	2	15
	760		0	5	75
	761		0	18	79
भैल गाड़ी रस्ता ग.नं. 761में			0	4	20
	142		0	24	71
	133		0	56	20
	124	क	0	6	50
	134		0	0	80
	123		0	50	39

1	2	3	4	5	6
4) बेडग (निरंतर)	नाला ग.नं. 123 और 796 में		0	13	46
	796		0	1	45
	123		0	27	70
	815		0	37	87
	816		0	39	93
	817		0	25	29
	814		0	67	82
	कालवा (कॅनाल)		0	16	16
	सड़क ग.नं. 814 में		0	3	97
	842		0	0	40
	813		0	87	81
	843		0	10	54
	851		0	11	64
	869		0	18	81
	868		0	16	80
	867		0	20	48
	865		0	71	28
	872		0	4	79
	903		0	76	75
	902		0	28	74
	899		0	17	26
	898		0	36	95
	894		0	36	95
	893		0	28	17
	नाला ग.नं. 893 और 985 के बीच		0	5	48
	985		0	50	21
कुल संख्या	83		23	58	5
5) मल्लेवाडी	261		0	33	0
	रेलवे ग.नं. 261 और 258 के बीच		0	9	90
	258		0	18	0
कुल संख्या	2		0	60	90
6) एरंडोली	1328		0	77	49
	1329		0	61	73
	1310		0	37	20
	1308		0	46	65
	1307		0	78	47
	1306		0	68	11
	1233		0	74	7
	1232		0	75	70
	1231		0	25	72
	1222		0	21	43
	1219		0	52	58
	1218		0	29	24
	1198		0	0	19
	1217		0	6	78
	1199		0	50	91
	1201		0	63	76
	1200		0	8	59
	सड़क ग.नं. 1200 और 1041 के बीच		0	6	78
	1041		0	31	18
	1042		0	32	5
	1045		0	4	42
	1049		0	22	6

1	2	3	4	5	6
6) एरंडोली (निरंतर)	1053		0	4	93
	1052		0	15	66
	1057		0	7	61
	1051		0	0	40
	1059		0	35	94
	1060		0	0	48
	964		0	28	26
	963		0	21	3
नाला ग.नं. 963 और 974 के बीच			0	7	54
	974		0	9	31
	975		0	14	0
	976		0	34	42
सड़क ग.नं. 977 में			0	5	72
	977		0	13	45
	960		0	32	65
	980		0	20	55
	944		0	10	67
	981		0	15	8
	943		0	29	68
	937		0	58	97
	931		0	18	20
	930		0	13	5
	929		0	7	94
	928		0	7	94
	927		0	22	95
कुल संख्या	44		13	11	54
7) व्यंकोचीवाडी	251		0	9	44
	252		0	13	11
	259		0	0	40
	257		0	5	61
	248		0	0	40
	256		0	37	66
	254		0	5	63
	255		0	37	3
	261		0	30	67
	263		0	5	94
	264		0	5	28
	265		0	0	68
	270		0	39	76
	271		0	7	11
	272		0	37	31
	275		0	34	98
	277		0	29	94
	273		0	21	98
	284		0	7	96
	17		0	6	3
	16		0	4	10
	15		0	4	90
	14		0	3	95
	11		0	5	45
	9	अ	0	4	57
	20		0	3	63
	21		0	4	58
	22		0	3	51

1	2	3	4	5	6
7) व्यंकोचीवाडी (निरंतर)	23		0	3	98
	109		0	12	17
	108		0	11	81
	103		0	13	5
	107		0	5	81
	104		0	1	56
	105		0	0	4
	102		0	18	16
	101		0	10	26
	76		0	29	17
	75		0	23	8
	72		0	12	43
	66		0	45	16
	67		0	29	15
	63		0	15	12
	58		0	14	96
	64		0	0	40
	59		0	10	47
	56		0	11	35
	55		0	8	77
	53		0	0	28
कुल संख्या	49		6	48	79
8) शिपूर	626		0	15	62
	625		0	14	94
	624		0	21	2
	623		0	27	37
	628		0	0	49
नाला ग.नं. 623 और 622 के बीच			0	22	15
	622		0	18	43
	573		0	9	75
	574		0	92	92
सड़क ग.नं. 574 और 563 के बीच			0	4	20
	563		0	7	24
	564		0	21	92
	565		0	4	58
	560		0	5	10
	559		0	19	52
	377		0	15	95
	378		0	4	68
	379	1	0	2	36
	379	2	0	1	44
	383		0	0	42
	380		0	1	68
सड़क ग.नं. 380 और 387 में			0	4	41
	381		0	0	40
	376		0	8	79
	375		0	16	72
	374		0	23	28
	373		0	20	19
	372	2	0	38	96
	372	1	0	17	6
	298		0	9	65
	366		0	30	67
	365		0	31	8

1	2	3	4	5	6
8) शिपूर (निरंतर)	कालवा ग.नं. 365 और 364 में		0	15	58
	364		0	9	90
	313		0	18	25
	314		0	20	41
	315		0	29	67
	316		0	26	58
	324		0	32	0
	317		0	34	73
	296		0	30	62
	295		0	26	75
	294		0	63	84
	सड़क ग.नं. 294 और 293 के बीच		0	9	81
	293		0	1	29
	283		0	25	76
	160		0	27	30
	159		0	50	67
कुल संख्या	43		9	36	15
9) बेळंकी	83		0	3	86
	सड़क ग.नं. 83 में		0	3	94
	821		0	1	90
	820		0	26	93
	822		0	26	1
	823		0	34	42
	819		0	3	8
	826		0	15	8
	827		0	20	50
	828		0	7	54
	829		0	61	42
	कालवा ग.नं. 829 में		0	20	95
	840		0	41	74
	838		0	60	36
	836		0	31	26
	932		0	0	44
	939		0	60	88
	940		0	14	30
	1098		0	3	59
	941		0	29	63
	नाला ग.नं. 941-1096- 1097 के बीच		0	13	39
	1097		0	27	5
	1096		0	60	59
	सड़क ग.नं. 1096 और 19 के बीच		0	5	64
	19		0	50	5
	नाला ग.नं. 19 और 21 के बीच		0	3	20
	21		0	40	91
	20		0	20	37
	30		1	1	83
	33		0	31	61
	सड़क ग.नं. 33 और 126 के बीच		0	5	18
	126		0	0	40
	125		0	40	7
	124		0	93	9
	108	1	0	13	58

1	2	3	4	5	6
9) बेळकी (निरंतर)	109	1	1	1	53
कुल संख्या	30		10	76	32
10) कदमवाडी	15		0	42	56
	12		0	17	85
	16		0	13	37
	19		0	14	74
	20		0	22	45
	10		0	45	59
	9		0	96	77
	8		0	54	34
सडक ग.नं. 8 और 422 के बीच			0	1	50
	422		0	1	62
	423		0	31	59
	424		0	3	66
	425		0	6	83
	426		0	5	48
	427		0	10	39
	428		0	6	35
	419		0	14	12
	418		0	6	5
	417		0	4	64
	416		0	5	41
	414		0	3	69
	415		0	4	35
	413		0	4	42
	412		0	5	63
	411		0	7	10
	410		0	7	67
	409		0	6	83
	408		0	4	79
	407		0	7	19
	406		0	4	81
	405		0	5	6
	404		0	6	77
	403		0	8	66
	402		0	7	4
	401		0	6	47
	400		0	7	15
	399		0	5	93
	396		0	3	16
कुल संख्या	37		5	12	3
11) सलगरे	733		1	61	13
	736		1	13	66
सडक ग.नं. 736 में			0	6	63
	759		1	77	69
	757		0	25	7
	755		0	0	40
	751	1	0	10	20
	819		0	28	67
	820		0	55	42
	821		0	12	13
	833		0	14	91
	831		0	20	27
	826		0	14	58

1	2	3	4	5	6
11) सलगरे (निरंतर)	825		0	15	2
	824		0	12	11
	875		0	38	95
	874		0	22	56
	889		0	39	72
	897		0	14	2
	898		0	9	53
	899		0	7	43
	900		0	11	58
	902		0	9	99
	934		0	1	45
	933		0	4	88
	932		0	7	40
	931		0	10	21
	920		0	31	5
	930		0	11	0
	929		0	3	47
	928		0	17	63
	927		0	23	13
	921		0	19	16
	922		0	0	40
नाला ग.नं. 922 में			0	1	95
रेलवे लाईन ग.नं. 938 और 918 के बीच			0	12	78
918			0	45	97
सडक ग.नं. 918 और 24 के बीच			0	5	20
24			0	32	73
25			0	36	19
22			0	3	5
33			0	90	91
37			1	17	26
38			0	13	68
39			0	6	47
40			0	5	72
41			0	8	38
42			0	31	13
43			0	0	65
कुल संख्या	45		13	63	52
तहसिल कुल संख्या	463		101	91	19

तहसिल: कवठेमहकाल

जिल्हा : सांगली

राज्य : महाराष्ट्र

गांव का नाम	गट नंबर	सब-डिविजन नंबर		एरिया	
			हेक्टर	एर	सि-एर
1	2	3	4	5	6
1) कोगनोळी	535		0	0	40
	534		0	1	54
	533		0	1	73
	532		0	5	47
	531		0	4	44
	530		0	3	67
	529		0	8	36
	528		0	12	64
	527		0	13	57

1	2	3	4	5	6
1) कोगनोली (निरंतर)	526		0	47	66
	525		0	56	32
	524		0	10	10
	523		0	6	62
	522		0	18	55
	521		0	20	33
	520		0	11	58
	519		0	9	43
	517		0	31	58
	516		0	0	10
	सड़क ग. नं 517 और 289 के बीच		0	8	50
	289		0	4	58
	290		0	11	85
	291		0	48	87
	292		0	23	51
	293		0	16	54
	294		0	11	57
	295		0	17	80
	296		0	8	80
	297		0	11	91
	298		0	13	2
	299		0	10	53
	300		0	23	14
	301		0	27	40
	302		0	18	16
	303		0	26	14
	304		0	25	65
	305		0	45	35
	306		0	2	46
	250		0	3	63
	249		0	22	65
	245		0	23	53
	244		0	24	8
	313		0	17	20
	314		0	14	27
	315		0	15	53
	316		0	6	26
	317		0	5	5
	318		0	12	43
	319		0	14	4
	326		0	29	74
	327		0	0	6
	नाला ग.नं. 327 और पांडेगाँव के बाद		0	12	63
कुल संख्या	50		8	20	97
2) राजणी	नदी पांडेगाँव और राजणी के बीच		0	40	53
	1521		0	43	18
	1514		0	27	91
	1467		0	15	96
	1473		0	20	85
	1479		0	1	20
	1478		0	7	56
	1477		0	15	53
	1476		0	17	33
	1475		0	5	18

1	2	3	4	5	6
2) राजणी (निरंतर)	1484		0	2	26
कुल संख्या	10		1	97	49
3) करलहट्टी	134		0	0	40
	135		2	12	35
	143		0	18	41
	144		0	25	79
	145		0	22	0
	146		0	53	14
	110		0	48	34
	109		0	61	80
	108		0	38	79
	107		0	32	83
	181		0	18	64
	165		0	46	11
	166		0	1	30
	167		0	22	30
	175		0	42	63
कुल संख्या	15		6	44	83
4) कोकळे	1299		0	20	91
	1060		0	17	81
	1061		0	25	10
	1062	अ	0	43	70
	1062	ब	0	20	73
	1063		0	25	1
	1079		0	42	26
	1070		0	8	2
	1071		0	0	40
	1077		0	12	69
	1080		0	81	23
कुल संख्या	11		2	97	86
तहमिल कुल संख्या	86		19	61	15
तहमिल कुल संख्यायें	549		121	52	74

[फा. सं. एल. 14014/31/2002-जी.पी.]

स्वामी सिंह, निदेशक

New Delhi, the 25th June, 2002

S. O. 2127.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of the natural gas from the exploration blocks in the Northern/Southern Offshore of Goa and structures in Andhra Pradesh State of M/s Reliance Industries Limited, the promoter company of M/s Gas Transportation and Infrastructure Company Limited to the various consumers of District Sangli /Solapur in the State of Maharashtra, a pipeline should be laid by M/s Gas Transportation and Infrastructure Company Limited;

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification.;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may within twenty-one days from the date on which the copies of the notification issued under section (1) of section 3 of the said Act, as published in the Gazette of India, are made available to the general public, object in writing to the laying of the pipeline under the land to Shri D.S.Dhotre, Competent Authority, GTICL, Pipeline Project, 59-Patil Nagar, Vijapur Road, Solapur – 413004, Maharashtra State.

Schedule

Tahsil : Miraj		District : Sangali		State: Maharashtra		
Name of the Village	Gat. No	Sub-Division No.	Area of ROU			
			Hectare	Are	C-Are	
1	2	3	4	5	6	
1) Dhavali	River between Ghalwad & G.No. 464		0	25	20	
	464		0	73	20	
	463		0	23	64	
	274		0	26	13	
	275		0	8	90	
	462		0	5	58	
	276		0	9	5	
	277		0	7	1	
	Road in G.No. 277 & 273		0	5	50	
	273		0	22	74	
	278		0	9	1	
	279		0	5	33	
	280		0	2	59	
	281		0	3	2	
	282		0	2	88	
	284		0	6	79	
	285		0	7	1	
	453		0	4	3	
	452		0	6	59	
	451		0	6	0	
	450		0	6	63	
	449		0	47	56	
	448		0	19	25	
	447		0	25	75	
	446		0	5	70	
	445		0	3	79	
	444		0	5	41	
	441		0	6	0	
	440		0	6	1	
	439		0	6	21	
	438		0	4	87	
	433		0	15	88	
	415		0	0	14	
	416		0	3	4	
	417		0	7	35	
	419		0	16	95	
	421		0	25	42	
	418		0	17	84	
	423		0	14	73	
	422		0	21	37	
Total	38	N/GS	5	20	10	
2) Mhalsal	1737		0	7	41	
	1746		0	30	3	
	1748		0	22	47	
	1752		0	0	40	
	1753		0	2	53	
	1754		0	12	68	
	1755		0	12	43	
	1757		0	8	79	
	1758		0	11	59	

1	2	3	4	5	6
2) Mhalsal (Cont'd)	1759		0	11	88
	1760		0	26	96
	1762		0	16	39
	1764		0	7	72
	1765		0	10	4
	1766		0	13	59
	1767		0	5	68
	1554		0	10	55
	1553		0	10	62
	1552		0	4	76
	1551		0	5	1
	1550		0	32	13
	1533		0	33	60
	1532		0	7	98
	1531		0	7	52
	1530		0	12	27
	1529		0	6	20
	1528		0	2	61
	1525		0	0	40
	1527		0	9	42
	1526		0	33	88
	1512		0	63	15
	1513		0	4	57
	1514		0	36	61
	1852		0	1	31
	1510		0	2	68
	1855		0	10	4
	1509		0	28	6
	1507		0	85	48
	1867		0	4	69
	1479		0	0	40
	1868		0	23	39
	1872		0	31	90
	1873		0	14	16
	1875		0	23	85
Total	44	Nos	7	7	83
3) Vijaynagar	Road between Mhalsal & G.No. 147		0	4	59
	147		0	25	76
	156		0	36	14
	159		0	43	31
	160		0	17	12
	161		0	5	25
	162		0	14	10
	164		0	14	43
	166		0	9	67
	167		0	10	21
	172		0	7	30
	173		0	9	68
	174		0	6	15
	177		0	8	68
	178		0	31	84
	179		0	6	14
	180		0	4	37
	181		0	3	31

1	2	3	4	5	6
3) Vijaynagar (Cont'd)	182		0	4	28
	183		0	1	90
	184		0	11	26
	185		0	9	98
	186		0	12	69
	187		0	12	93
	188		0	49	44
	191		0	6	69
	192		0	21	13
	195		0	11	1
	196		0	12	17
	199		0	11	75
	200		0	5	10
	203		0	12	69
	204		0	10	85
Railway between G.no. 204 & 207			0	8	87
	207		0	29	21
	209		0	17	13
	210		0	15	86
	211		0	7	75
	212		0	6	93
	213	2	0	26	10
	214		0	7	37
	215		0	11	92
	217		0	10	71
	218		0	15	57
	219		0	5	97
	226		0	0	46
	220		0	20	64
	221		0	18	33
	222		0	17	2
	223		0	24	60
Total	48	NOS.	6	96	36
4) Bedag	2119	B	0	24	0
Road in G.No. 2119			0	4	38
	2119	A	0	41	37
	2118		0	0	55
Nala between G.No. 2118 & 2121			0	12	90
	2121	B	0	42	83
	2143		0	65	86
	2144	B	0	66	3
	1857		0	80	2
	2152		0	25	25
	2156		0	22	83
	2173		0	6	33
	2158		0	0	44
	2172		0	18	85
	2171		0	11	28
	2170		0	3	65
	2169		0	3	48
	2168		0	7	86
	2167		0	9	37
	2166		0	25	84
	2165		0	10	42

1	2	3	4	5	6
4) Bedag (Cont'd)	2163		0	3	12
	2162		0	8	93
	2161		0	0	42
	2159		0	41	61
Road between G.No. 2159 & 245			0	4	11
	245		0	72	56
	242		0	63	65
	250	B	0	89	29
	261		0	3	38
	251		0	7	38
	260		0	62	89
	259		0	25	23
	258		0	34	15
	257		0	4	92
	404		0	10	31
	403		0	60	39
	407		0	3	95
	400		0	22	43
	408		0	28	78
	414		0	29	42
	418		0	37	98
	417		0	44	21
	416		0	44	21
Road between G.No. 416 & 508			0	7	82
	508		0	3	67
Road between G.No. 508 & 507			0	6	35
	510		0	0	39
	507		0	42	74
	506		0	17	2
	504		0	37	89
	500		0	40	48
	444		0	0	40
	445		0	1	96
	446		0	31	56
	447		0	3	3
	450		0	46	21
	451		0	1	52
Road between G.No. 450 & 760			0	3	95
	759		0	2	15
	760		0	5	75
	761		0	18	79
Cart Track in G.No. 761			0	4	20
	142		0	24	71
	133		0	56	20
	124	C	0	6	50
	134		0	0	80
	123		0	50	39
Nala in G.No. 123 & 796			0	13	46
	796		0	1	45
	123		0	27	70
	815		0	37	87
	816		0	39	93
	817		0	25	29
	814		0	67	82
Canal in G.No. 814			0	16	16

1	2	3	4	5	6
4) Bedag (Cont'd)	Road in G.No. 814		0	3	97
	842		0	0	40
	813		0	87	81
	843		0	10	54
	851		0	11	64
	869		0	18	81
	868		0	16	80
	867		0	20	48
	865		0	71	28
	872		0	4	79
	903		0	76	75
	902		0	28	74
	899		0	17	26
	898		0	36	95
	894		0	36	95
	893		0	28	17
	Nala between G.No. 893 & 985		0	5	48
	985		0	50	21
Total	83	Nos	23	58	5
5) Mallewadi	261		0	33	0
	Railway between G.No. 261 & 258		0	9	90
	258		0	18	0
Total	2	Nos.	0	60	90
6) Erandoli	1328		0	77	49
	1329		0	61	73
	1310		0	37	20
	1308		0	46	65
	1307		0	78	47
	1306		0	68	11
	1233		0	74	7
	1232		0	75	70
	1231		0	25	72
	1222		0	21	43
	1219		0	52	58
	1218		0	29	24
	1198		0	0	19
	1217		0	6	78
	1199		0	50	91
	1201		0	63	76
	1200		0	8	59
	Road between G.No. 1200 & 1041		0	6	78
	1041		0	31	18
	1042		0	32	5
	1045		0	4	42
	1049		0	22	6
	1053		0	4	93
	1052		0	15	66
	1057		0	7	61
	1051		0	0	40
	1059		0	35	94
	1060		0	0	48
	964		0	28	26
	963		0	21	3
	Nala between G.No. 963 & 974		0	7	54

1	2	3	4	5	6
	974		0	9	31
6) Erandoli (Cont'd)	975		0	14	0
	976		0	34	42
	Road in G. No. 977		0	5	72
	977		0	13	45
	960		0	32	65
	980		0	20	55
	944		0	10	67
	981		0	15	08
	943		0	29	68
	937		0	58	97
	931		0	18	20
	930		0	13	05
	929		0	7	94
	928		0	7	94
	927		0	22	95
Total	44	Nos.	13	11	54
7) Vyankochiwadi	251		0	9	44
	252		0	13	11
	259		0	0	40
	257		0	5	61
	248		0	0	40
	256		0	37	66
	254		0	5	63
	255		0	37	3
	261		0	30	67
	263		0	5	94
	264		0	5	28
	265		0	0	68
	270		0	39	76
	271		0	7	11
	272		0	37	31
	275		0	34	98
	277		0	29	94
	273		0	21	98
	284		0	7	96
	17		0	6	3
	16		0	4	10
	15		0	4	90
	14		0	3	95
	11		0	5	45
	9	A	0	4	57
	20		0	3	63
	21		0	4	58
	22		0	3	51
	23		0	3	98
	109		0	12	17
	108		0	11	81
	103		0	13	5
	107		0	5	81
	104		0	1	56
	105		0	0	4
	102		0	18	16
	101		0	10	26

1	2	3	4	5	6
7) Vyankochiwadi (Cont'd)	76		0	29	17
	75		0	23	8
	72		0	12	43
	66		0	45	16
	67		0	29	15
	63		0	15	12
	58		0	14	96
	64		0	0	40
	59		0	10	47
	56		0	11	35
	55		0	8	77
	53		0	0	28
Total	49	1/65	6	48	79
8) Shipur	626		0	15	62
	625		0	14	94
	624		0	21	2
	623		0	27	37
	628		0	0	49
Nala between G.No. 623 & 622			0	22	15
	622		0	18	43
	573		0	9	75
	574		0	92	92
Road between G. No. 574 & 563			0	4	20
	563		0	7	24
	564		0	21	92
	565		0	4	58
	560		0	5	10
	559		0	19	52
	377		0	15	95
	378		0	4	68
	379	1	0	2	36
	379	2	0	1	44
	383		0	0	42
	380		0	1	68
Road in G.No. 380 & 377			0	4	41
	381		0	0	40
	376		0	8	79
	375		0	16	72
	374		0	23	28
	373		0	20	19
	372	2	0	38	96
	372	1	0	17	6
	298		0	9	65
	366		0	30	67
	365		0	31	8
Canal in G.No. 365 & 364			0	15	58
	364		0	9	90
	313		0	18	25
	314		0	20	41
	315		0	29	67
	316		0	26	58
	324		0	32	0
	317		0	34	73
	296		0	30	62

1	2	3	4	5	6
8) Shipur (Cont'd)	295		0	26	75
	294		0	63	84
Road between G.No. 294 & 293			0	9	81
	293		0	1	29
	283		0	25	76
	160		0	27	30
	159		0	50	67
Total	43	Nos.	9	36	15
9) Belanki	83		0	3	86
Road in G.No. 83			0	3	94
	821		0	1	90
	820		0	26	93
	822		0	26	1
	823		0	34	42
	819		0	3	8
	826		0	15	8
	827		0	20	50
	828		0	7	54
	829		0	61	42
Canal in G.No. 829			0	20	95
	840		0	41	74
	838		0	60	36
	836		0	31	26
	932		0	0	44
	939		0	60	88
	940		0	14	30
	1098		0	3	59
	941		0	29	63
Nala between G.No. 941 - 1096 & 1097			0	13	39
	1097		0	27	5
	1096		0	60	59
Road between G.No. 1096 & 19			0	5	64
	19		0	50	5
Nala between G.No. 19 & 21			0	3	20
	21		0	40	91
	20		0	20	37
	30		1	1	83
	33		0	31	61
Road between G. No. 33 & 126			0	5	18
	126		0	0	40
	125		0	40	7
	124		0	93	9
	108	1	0	13	58
	109	1	1	1	53
Total	30	Nos.	10	76	32
10) Kadamwadi	15		0	42	56
	12		0	17	85
	16		0	13	37
	19		0	14	74
	20		0	22	45
	10		0	45	59
	9		0	96	77
	8		0	54	34
Road between G.No. 8 & 422			0	1	50

1	2	3	4	5	6
10) Kadamwadi (Cont'd)	422		0	1	62
	423		0	31	59
	424		0	3	66
	425		0	6	83
	426		0	5	48
	427		0	10	39
	428		0	6	35
	419		0	14	12
	418		0	6	5
	417		0	4	64
	416		0	5	41
	414		0	3	69
	415		0	4	35
	413		0	4	42
	412		0	5	63
	411		0	7	10
	410		0	7	67
	409		0	6	83
	408		0	4	79
	407		0	7	19
	406		0	4	81
	405		0	5	6
	404		0	6	77
	403		0	8	66
	402		0	7	4
	401		0	6	47
	400		0	7	15
	399		0	5	93
	396		0	3	16
Total	37	Nos.	5	12	3
11) Salgare	733		1	61	13
	736		1	13	66
Road in G.No. 736			0	6	63
	759		1	77	69
	757		0	25	7
	755		0	0	40
	751	1	0	10	20
	819		0	28	67
	820		0	55	42
	821		0	12	13
	833		0	14	91
	831		0	20	27
	826		0	14	58
	825		0	15	2
	824		0	12	11
	875		0	38	95
	874		0	22	56
	889		0	39	72
	897		0	14	2
	898		0	9	53
	899		0	7	43
	900		0	11	58
	902		0	9	99
	934		0	1	45

1	2	3	4	5	6
11) Salgare (Cont'd)	933		0	4	88
	932		0	7	40
	931		0	10	21
	920		0	31	5
	930		0	11	0
	929		0	3	47
	928		0	17	63
	927		0	23	13
	921		0	19	16
	922		0	0	40
	Nala in G.No. 922		0	1	95
	Railway Line b/n. G.No. 938 & 918		0	12	78
	918		0	45	97
	Road between G.No. 918 & 24		0	5	20
	24		0	32	73
	25		0	38	19
	22		0	3	5
	33		0	90	91
	37		1	17	26
	38		0	13	68
	39		0	6	47
	40		0	5	72
	41		0	8	38
	42		0	31	13
	43		0	0	65
Total	45		13	63	52
Tahsil Total	463	Nos.	101	91	19
Tahsil : Kavathe Mahankal		District : Sangali		State: Maharashtra	
Name Of Village	Gat. No	Sub-Division No.	Area Of ROU		
			Hectare	Are	C-Are
1	2	3	4	5	6
1) Kongnoli	535		0	0	40
	534		0	1	54
	533		0	1	73
	532		0	5	47
	531		0	4	44
	530		0	3	67
	529		0	8	36
	528		0	12	64
	527		0	13	57
	526		0	47	66
	525		0	56	32
	524		0	10	10
	523		0	6	62
	522		0	18	55
	521		0	20	33
	520		0	11	58
	519		0	9	43
	517		0	31	58
	516		0	0	10
	Road between G.No.517 & 289		0	8	50
	289		0	4	58
	290		0	11	85
	291		0	48	87

1	2	3	4	5	6
1) Kongnoli (Cont'd)	292		0	23	51
	293		0	16	54
	294		0	11	57
	295		0	17	80
	296		0	8	80
	297		0	11	91
	298		0	13	2
	299		0	10	53
	300		0	23	14
	301		0	27	40
	302		0	18	16
	303		0	26	14
	304		0	25	65
	305		0	45	35
	306		0	2	46
	250		0	3	63
	249		0	22	65
	245		0	23	53
	244		0	24	8
	313		0	17	20
	314		0	14	27
	315		0	15	53
	316		0	6	26
	317		0	5	5
	318		0	12	43
	319		0	14	4
	326		0	29	74
	327		0	0	6
Nala after G.No. 327 & village Pandegaon			0	12	63
Total	50	Nos.	8	20	97
2) Ranjani	River between Pandegaon & Ranjani		0	40	53
	1521		0	43	18
	1514		0	27	91
	1467		0	15	96
	1473		0	20	85
	1479		0	1	20
	1478		0	7	56
	1477		0	15	53
	1476		0	17	33
	1475		0	5	18
	1484		0	2	26
Total	10	Nos.	1	97	49
3) Kalarhatti	134		0	0	40
	135		2	12	35
	143		0	18	41
	144		0	25	79
	145		0	22	0
	146		0	53	14
	110		0	48	34
	109		0	61	80
	108		0	38	79
	107		0	32	83
	181		0	18	64
	165		0	46	11

1	2	3	4	5	6
3) Kalarhatti (Cont'd)	166		0	1	30
	167		0	22	30
	175		0	42	63
Total	15 Nos.		6	44	83
4) Kokale	1299		0	20	91
	1060		0	17	81
	1061		0	25	10
	1062	A	0	43	70
	1062	B	0	20	73
	1063		0	25	1
	1079		0	42	26
	1070		0	8	2
	1071		0	0	40
	1077		0	12	69
	1080		0	81	23
Total	11 Nos.		2	97	86
Tahsil Total	86 Nos.		19	61	15
Grand Total	549 Nos.		121	52	74

[No. L. 14014/31/2002-G.P.]

SWAMI SINGH, Director

नई दिल्ली, 25 जून, 2002

का. आ. 2128.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मैसर्स गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड की संप्रवर्तक कंपनी मैसर्स रिलायंस इण्डस्ट्रीज लिमिटेड के गोवा के दक्षिणी अपतट (ऑफशोर) में खोज ब्लॉकों और आन्ध्रप्रदेश राज्य की संरचनाओं से महाराष्ट्र राज्य में सिंधुदुर्ग जिले के विभिन्न उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए मैसर्स गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर उक्त भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में उपयोग के अधिकार के अर्जन के संबंध में श्री एस. डी. भिसे, सक्षम प्राधिकारी, गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड, पाइपलाइन परियोजना, प्लॉट नं. 314, सोसायटी सं.-2, आर. के. नगर, कोल्हापुर -416013, महाराष्ट्र राज्य को लिखित रूप में आक्षेप भेज सकेगा ।

अनुसूची						
तहसील : दोडामार्ग		जिल्हा : सिंधुदूर्ग		राज्य : महाराष्ट्र		
गाव का नाम	गट नंबर	सर्व्हे नं.	उप-विभाग/हिस्सा नंबर	आर. ओ.यु. क्षेत्र		
				हेक्टर	आर	स्क्वे. मीटर
1	2	3	4	5	6	7
1. आंबडगाव	1215		अ	00	47	03
	1214			00	17	60
	1213			00	17	52
	1212			00	02	13
	1256			00	29	10
	1254			00	10	37
	1253			00	07	87
	1248			00	05	41
	1262			00	85	33
	1238			00	02	28
	1234			00	07	39
	1235			00	00	40
	1232			00	00	65
	1233			00	06	25
	1229			00	08	91
	1228			00	04	16
	1227			00	06	27
	1226			00	05	77
	1284			00	02	50
	1224			00	32	87
	1289			00	01	55
	1287			00	00	83
	1290			00	44	87
	1291			00	11	89
	1292			00	08	68
	1337			00	02	83
	1338			00	00	30
	27 (जंग)			03	70	76
तहसील : सावंतवाडी		जिल्हा : सिंधुदूर्ग		राज्य : महाराष्ट्र		
1. आंबोली		98		00	11	94
		128		02	39	97
		सर्व्हे नं. 128 और 133 के बीच का रस्ता		00	02	58

1	2	3	4	5	6	7
आंबोली (निरंतर)		133		00	54	68
		134		00	57	00
		148	12	00	02	39
		148	7	00	03	55
		148	6	00	01	33
		148	1	00	09	23
		148	3	00	01	43
		148	8	00	01	25
		148	13	00	00	81
		148	9	00	01	62
		148	10	00	03	75
		148	18	00	00	13
		148	4	00	02	68
		148	5	00	01	70
		148	11	00	04	04
		148	19	00	01	35
		149		00	01	62
		150	1	00	01	74
		150	2	00	02	44
		150	8	00	01	78
		150	5	00	01	62
		150	7	00	07	70
		150	4	00	23	54
		150	6	00	03	78
		151		01	96	28
		153		01	42	27
	सर्व नं. 153 के पास का					
	नाला			00	04	60
	29 (जारी)			07	88	80
2. बांदे	नदी			00	35	79
	47	9		00	06	07
	46	1		00	50	63
	46	6		00	00	42
	47	5		00	25	20
	47	4		00	06	63
	47	3		00	01	10
	46	2		00	01	42

1	2	3	4	5	6	7
बांदे (निरंतर)		46	3	00	01	09
		46	4	00	00	59
	सर्वे नं. 46/4 और			00	03	53
	60/1 के बीच का रस्ता		-			
	60		1	00	06	24
	62		5	00	15	33
	62		3	00	06	69
	62		1	00	02	78
	62		4	00	01	50
	62		2	00	09	10
	64		5	00	00	64
	64		3	00	01	06
	64		1	00	01	13
	66		12	00	06	11
	66		11	00	01	50
	66		10	00	01	63
	66		9	00	01	22
	66		8	00	00	93
	66		7	00	00	66
	65		2	00	08	75
	65		3	00	09	43
	65		4	00	08	62
	65		5	00	05	16
	65		6	00	01	95
	77		4	00	10	41
	77		5	00	00	05
	77		3	00	09	08
	77		2	00	08	46
	77		1	00	12	50
	75		2	00	25	37

1	2	3	4	5	6	7
बांटे (निरंतर)			-	00	00	44
सर्वे नं. 75/2 और 74/8 के बीच का नाला						
	74		8	00	00	36
	74		3	00	17	90
	74		2	00	00	83
	74		4	00	04	60
	74		5	00	03	23
	74		6	00	06	15
44 (नग)				03	22	28
3. बावलत	208		-	00	99	50
	207		-	00	42	01
	206		-	00	16	15
	205		-	00	01	72
	204		-	00	00	31
	202		-	00	25	66
	189		-	00	15	74
	220		-	00	40	13
	231		-	00	01	94
	232		-	00	56	38
	187		-	00	07	02
	233		-	00	06	17
	234		-	00	15	32
	235		-	00	00	76
	236		-	00	00	43
	237		-	00	00	40
	239		-	00	19	62
	238		-	00	02	57
	183		-	00	04	71
	240		-	00	00	89
	241		-	00	20	07
	182		-	00	00	40

1	2	3	4	5	6	7
बावलद (निरंतर)	258		-	00	68	78
	181		-	00	08	65
	176		-	00	02	71
	259		-	00	52	64
	260		-	00	07	74
	261		-	00	00	07
	265		-	00	24	78
	264		-	00	00	40
	268		-	00	01	27
	266		-	00	14	48
	267		-	00	02	55
	269		-	00	54	49
	270		-	00	20	42
	175		-	00	14	16
	153		-	00	55	52
	166		-	00	02	00
	165		-	00	03	52
	163		-	00	01	65
	164		-	00	02	80
	168		-	00	00	40
	169		-	00	02	49
	162		-	00	02	65
	161		-	00	02	66
	160		-	00	01	04
	159		-	00	01	84
	157		-	00	02	63
	158		-	00	04	93
	156		-	00	03	13
	155		-	00	02	28
	154		-	00	01	10
	152		-	00	24	84
	56		-	00	97	19
	52		-	00	73	17

1	2	3	4	5	6	7
बावलख (निर्द्वन्द्व)	गट नं. 52 और 20 के बीच का गाडी रस्ता २०		- -	00 00	06 06	92 85
	गट नं. 20 और 18 के बीच का माला 18 16 167		- - -	00 00 00	05 43 17 07	38 57 17 84
61 (नगा)				10	24	61
4. बिलवडे		98	2	00	13	70
		98	5	00	32	40
		99	23	00	02	68
		99	20	00	00	49
		99	21	00	00	10
		99	17	00	03	68
		99	18	00	01	42
		99	14	00	00	12
		99	15	00	00	49
		99	16	00	02	98
		99	19	00	00	33
		98	3	00	26	81
		100	-	00	23	29
		101	6	00	35	71
		101	5	00	15	54
		101	3	00	34	10
		101	1	00	09	30
		101	2	00	06	77
		105	6	00	08	86
		103	1	00	00	56
		71	16	00	08	59

1	2	3	4	5	6	7
बिलवडे (गिरंजर)		71	12	00	04	20
		71	14	00	07	49
		71	10	00	00	40
		71	11	00	04	37
		71	9	00	08	49
		71	7	00	15	37
		71	8	00	00	17
		70	48	00	00	16
		70	18	00	00	10
		70	17	00	06	91
		70	42	00	00	10
		70	16	00	03	11
		71	5	00	07	24
		71	4	00	14	06
		71	1	00	13	60
		64	46	00	05	62
		64	64	00	00	18
		64	63	00	00	17
		64	62	00	00	70
		64	59	00	01	60
		64	57	00	01	56
		64	53	00	01	06
		64	52	00	00	12
		64	54	00	01	48
		64	60	00	00	48
		64	58	00	01	29
		64	56	00	02	21
		64	44	00	02	79
		64	55	00	01	24
		64	49	00	00	82
		64	42	00	00	26
		64	43	00	02	09

1	2	3	4	5	6	7
बिलवडे (निरंतर)	64	40	00	01	80	
	64	33	00	01	74	
	64	21	00	00	10	
	62	5	00	21	31	
	62	4	00	26	50	
	62	3	00	17	11	
	62	2	00	14	84	
	62	1	00	17	40	
	63	18	00	01	49	
	63	11	00	00	13	
	63	12	00	00	50	
	63	13	00	00	96	
	63	14	00	01	64	
	63	4	00	00	36	
	63	5	00	00	40	
	63	3	00	00	32	
	गट नं. 63/3 और 37/32 के बीच का			00	05	15
	नाला			-		
	37	32	00	00	90	
	37	16	00	00	51	
37	25	00	02	39		
37	44	00	01	46		
37	50	00	00	87		
37	43	00	00	25		
37	24	00	00	13		
36	14	00	06	93		
37	49	00	00	10		
36	15	00	06	13		
36	16	00	09	61		
36	17	00	19	13		
36	18	00	01	42		

1	2	3	4	5	6	7
बिलवडे (निरंतर)		36	5	00	34	59
		36	10	00	02	76
		36	3	00	00	70
		36	1	00	11	28
		36	2	00	00	10
		36	9	00	00	10
		31	15	00	19	16
		31	6	00	16	17
		31	9	00	03	54
		31	11	00	05	54
		31	12	00	03	57
		31	8	00	05	02
		31	2	00	23	21
		48	29	00	07	94
		48	1	00	25	31
	सर्वे नं. 48/1 और			00	05	76
	30/3 के बीच का रस्ता	-				
	30	3		00	09	31
	19	4		00	63	36
	19	1		00	21	94
	19	2		00	03	00
	सर्वे नं. 19/2 और 17			00	04	69
	के बीच का रस्ता	-				
	17			00	24	33
	16	-		00	06	69
	15	-		00	34	22
	नदी	-		00	27	85
	108 (जं०)			08	59	08
5. देवसु	593	-		00	04	41
	592	-		00	08	12
	594	-		00	00	64

1	2	3	4	5	6	7
देवसु (निरंतर)	595		-	00	00	69
	596		-	00	01	75
	599		-	02	73	40
	587		-	00	14	81
	601		-	00	02	30
	604		-	00	01	51
	600		-	00	04	45
	613		-	00	82	95
	648		-	00	03	80
	625		-	00	01	68
	622		-	00	00	45
	624		-	00	21	40
	629		-	00	00	85
गट नं. 629 और 860 के बीच का				00	15	91
माला			-			
860			-	00	05	13
861			-	00	02	79
859		4		00	01	88
859		5		00	02	24
862		-		00	15	87
841		4		00	25	81
गट नं. 841/4 और 711 के बीच का				00	05	66
रस्ता						
711				00	01	25
712				00	63	18
791				00	14	05
714				00	98	54
28 (नग)				06	75	52
6. गेले		सर्वे नं. 67/48 के पास का माला	-	00	04	48

1	2	3	4	5	6	7
गोले (निरंतर)		67	48	00	15	04
		67	49	00	06	90
		67	37	00	00	11
		67	50	00	00	57
		67	38	00	08	02
		67	16	00	28	10
		67	39	00	01	79
		67	32	00	00	30
		67	31	00	07	89
		67	25	00	02	66
		67	23	00	00	91
		67	22	00	00	34
		67	15	00	00	01
		67	11	00	06	70
		67	5	00	00	90
		67	6	00	00	99
		67	12	00	03	02
		67	7	00	01	07
		67	2	00	00	54
		68		00	02	68
		69	19	00	01	32
		69	13	00	03	23
		69	20	00	00	17
		69	7	00	00	76
		69	8	00	01	69
		69	14	00	02	75
		69	15	00	00	64
		69	9	00	04	30
		69	2	00	07	21
		69	10	00	00	10
		69	3	00	00	10

1	2	3	4	5	6	7
मीले (निरंतर)		70	46	00	00	62
		70	48	00	06	12
		70	25	00	10	62
		70	47	00	04	49
		70	38	00	00	15
		70	36	00	01	74
		70	26	00	00	39
		70	27	00	04	68
		71	1	00	28	16
		71	2	00	39	06
		74	-	01	36	86
		62	1	00	34	41
		57	-	00	03	94
		75	-	00	50	05
		12	-	00	46	14
	सर्व नं. 12 और 14 के बीच का माला		-	00	03	47
	14		-	02	21	13
	18		-	01	42	43
	19		-	01	12	46
	40		-	00	35	38
	39		-	00	66	03
	38		-	00	94	68
	32		2	00	00	10
	32		1	00	16	75
	31		6	00	01	05
	31		1	00	06	28
	31		2	00	06	13
	26		1	01	59	64
	60 (माला)			13	48	25
7. फलबिंदु	नाला			00	18	09

1	2	3	4	5	6	7
कलंबिस्ट (निरंतर)	गट नं. 2306 और नाला के बीच का रस्ता 2306 2304 2303			00 00 00 00	02 08 18 09	64 02 60 50
	5 (नडा)			00	56	85
8. नेतई		16	2	00	10	93
		17	18	00	03	86
		16	1	00	34	74
		17	16	00	01	60
		17	14	00	08	31
		17	10	00	00	62
		17	12	00	05	03
		17	13	00	11	30
		17	9	00	05	82
		17	3	00	05	52
		17	8	00	00	10
		17	4	00	00	56
		17	2	00	06	66
		17	1	00	02	31
		5	23	00	01	40
		5	25	00	01	36
		5	16	00	05	70
		5	15	00	12	11
		5	12	00	03	82
		5	11	00	00	43
		5	14	00	00	60
		5	13	00	01	65
		5	8	00	00	50
		5	7	00	01	28
		5	5	00	01	12
		5	4	00	01	18

1	2	3	4	5	6	7
नैतर्ह (निरंतर)		5	6	00	00	27
		5	2	00	00	90
		5	1	00	00	76
		5	3	00	01	02
		4	46	00	00	14
		4	45	00	01	56
		4	44	00	00	23
		4	38	00	01	56
		4	42	00	00	40
		4	31	00	01	56
		4	33	00	00	26
		4	32	00	00	21
		4	30	00	00	76
		4	27	00	01	56
		4	29	00	00	40
		4	26	00	01	16
		4	24	00	00	95
		4	23	00	00	60
		4	25	00	01	17
		4	22	00	00	27
		4	20	00	00	22
		4	19	00	00	20
		4	18	00	00	22
		4	17	00	00	21
		4	14	00	00	32
		4	16	00	02	88
		4	13	00	00	31
		4	12	00	00	31
		4	11	00	00	28
		4	10	00	00	28
		4	9	00	00	30
		4	8	00	00	39

1	2	3	4	5	6	7
नेतर्डी (निरंतर)		4	7	00	00	26
		4	5	00	00	47
		4	6	00	03	97
		4	1	00	01	03
		4	4	00	00	45
		19	8	00	02	94
		19	7	00	03	65
		19	2	00	03	73
		19	3	00	04	24
		21	106	00	06	44
		21	104	00	00	75
		21	103	00	00	10
		21	107	00	05	75
		21	105	00	00	62
		21	102	00	15	78
		21	99	00	02	18
		21	98	00	01	62
		21	96	00	01	06
		21	95	00	00	50
		21	93	00	00	10
		20	14	00	06	74
		20	13	00	04	09
		20	12	00	01	01
		20	11	00	02	50
		20	5	00	00	80
		20	4	00	13	94
		20	9	00	01	46
		20	8	00	00	61
		20	3	00	00	10
		44		05	48	46
		30	1	00	04	18
		34		00	00	40
		90 (नैर)		07	90	10

1	2	3	4	5	6	7
9 . ओटावणे		नदी		00	10	57
		75	43+50	00	07	31
		75	43	00	00	36
		75	39	00	11	52
		75	6	00	15	77
		75	7	00	03	96
		75	8	00	04	68
		गट नं. 75/8 और 74/50 अ के बीच का रस्ता		00	05	09
		74	50 अ	00	07	66
		74	46	00	17	71
		74	37	00	03	88
		74	36	00	06	65
		73	37	00	00	02
		73	35	00	01	78
		73	18 अ + 25	00	00	15
		74	22 + 35	00	03	61
		74	7	00	11	38
		74		00	00	90
		74	14	00	00	10
		74	6	00	05	69
		74	5	00	03	48
		74	4	00	02	13
		68	24	00	00	32
		68	21	00	00	98
		68	15	00	00	93
		74	3	00	06	45
		69	57	00	02	87
		69	59	00	04	85
		68	13	00	00	39

1	2	3	4	5	6	7
ओटावणे (निरंतर)		68	12	00	00	42
		68	11	00	00	64
		68	50	00	03	87
		69	36	00	04	48
		68	9	00	01	59
		68	7	00	02	46
		69	28	00	03	92
		69	23	00	03	51
		68	5	00	00	68
		68	4	00	00	46
		69	20	00	03	14
		68	3	00	00	12
		69	13	00	09	05
		69	14	00	02	64
		69	12	00	02	36
		69	5	00	00	52
		71	5	00	10	91
		71	4	00	35	07
		71	2	00	23	88
		49	1/1	00	93	90
सर्वे नं. 49/1/1 और 50/38 के बीच का रस्ता				00	03	68
		50	38	00	02	23
		50	19	00	12	66
		50	4	00	05	31
		50	16	00	01	15
		50	3	00	08	48
		50	2	00	04	28
		51	2+8	00	01	81
		44	48	00	04	99
		44	43	00	05	53

1	2	3	4	5	6	7
ओटावणे (निरंतर)		44	46	00	00	11
		44	45	00	01	65
		44	38	00	00	95
		44	39	00	05	45
		44	37	00	00	69
		44	40	00	00	79
		44	36	00	02	09
		44	24	00	02	14
		44	23	00	01	90
		44	22	00	01	64
		43	31	00	00	57
		44	18	00	01	02
		43	35	00	03	02
		44	19	00	00	66
		43	34	00	00	37
		43	8	00	00	15
		43	24	00	02	93
		43	21	00	03	72
		43	22	00	01	75
		43	18	00	02	42
		43	19	00	00	26
		43	23	00	01	59
		43	17	00	02	35
		43	14	00	03	61
		43	9	00	05	09
		43	5	00	03	30
		43	2	00	05	21
		43	1	00	04	96
		29	38	00	04	58
		29	33	00	07	75
		29	31	00	01	79
		29	22	00	08	12

1	2	3	4	5	6	7
ओटावणे (मिहंदा)		29	19	00	08	77
		29	18	00	05	11
		29	12	00	11	38
		29	10	00	18	56
		29	5	00	06	06
		29	3	00	24	36
		29	1	00	06	53
		20	41	00	21	74
		20	40	00	17	24
		20	42	00	00	12
		21	1	00	12	94
		21	3अ	00	33	31
		नदी		00	15	42
104 (न/३१)				06	59	10
10. ओवलिये	सर्वे नं. 7/29 के पास			00	03	60
	का माला					
	7	29		00	05	23
	7	24		00	00	85
	7	20		00	01	00
	7	17		00	00	05
	7	14		00	02	78
	7	10		00	00	05
	7	38		00	00	12
	6	2		00	32	32
	5	37		00	03	44
	5	34		00	07	02
	5	35		00	02	37
	5	38		00	00	12
	5	36		00	00	35
	सर्वे नं. 5/36 और					
	5/30 के बीच का रस्ता			00	02	16

1	2	3	4	5	6	7
ओवलिये (गिरंतर)	5	30	00	04	46	
	5	26	00	01	52	
	5	31	00	04	31	
	5	25	00	05	39	
	5	17	00	00	95	
	5	8	00	15	47	
	5	9	00	06	23	
	5	1	00	01	61	
	5	10	00	03	55	
	5	5	00	00	54	
	5	6	00	00	41	
	5	2	00	04	06	
	5	7	00	00	04	
	5	3	00	01	20	
	3	अ/1	00	00	96	
	4	1	00	30	44	
सर्वे नं. 4/1 और 13 के बीच का माला				00	07	70
	13			00	00	31
	14	16		00	01	27
	14	14		00	03	21
	14	10		00	04	98
	14	9		00	06	89
	14	37		00	00	12
	14	24		00	01	63
	14	27		00	01	98
	14	8		00	05	64
	14	7		00	03	55
	14	17		00	01	37
	14	6		00	03	31
	14	1		00	06	30
	14	2		00	06	16

1	2	3	4	5	6	7
ओवळिये (निरंतर)		14	15	00	00	02
		14	11	00	00	98
		14	3	00	04	57
		14	4	00	06	06
		14	5	00	05	50
		18		00	78	80
		15	2	00	09	23
		15	1	00	04	79
		45		00	99	64
		44	6	00	00	07
		44	7	00	02	24
		44	4	00	01	14
	सर्वे नं. 44/4 और 44/5 के बीच का जाला			00	12	89
		44	5	00	00	08
		44	1	00	00	82
		44	2	00	00	59
		80		00	04	07
		43	2	00	00	52
		43	4	00	07	91
		43	3	00	04	86
		47		00	10	10
		46		00	82	01
		49	1	00	10	99
		63	7	00	26	52
		63		01	13	94
		60	2	00	13	52
		61		00	31	73
		60		00	79	28
		67		00	65	24
		66	3	00	04	74

1	2	3	4	5	6	7
ओवळिये (निरंतर)		65	13A/1	00	22	40
		66	5	00	09	03
		69		00	91	73
		70	1	00	07	92
		76		00	17	66
		76	2	00	32	10
		74		00	97	22
83 (नगरी)				11	57	93
11. सातोली	359		1	00	71	33
	356			00	31	37
	357			00	08	24
	157			00	88	64
	156			00	56	57
	159		3A	01	23	33
	158			00	24	91
	194			00	01	10
	202			00	37	25
	218			00	07	15
	200			00	02	64
	गट नं. 200 और 199 के बीच का रस्ता			00	03	02
	199			00	35	54
	224		2	00	17	86
	264			00	02	35
	259			00	01	71
	263			00	01	27
	262			00	00	79
	261			00	01	79
	265			00	03	33

1	2	3	4	5	6	7
सावली	244			00	11	97
(निरंतर)	246			00	01	09
	245			00	01	84
	268			00	00	83
	243			00	02	62
	272			00	07	28
	240			00	06	90
गट नं. 240 और						
239/अ के बीच का				00	03	66
रस्ता						
	239		अ	00	04	40
	239		ब	00	03	59
	278			00	00	40
गट नं. 278 और						
280 के बीच का				00	06	32
माला						
	280			00	32	43
	279			00	40	29
34 (नदी)				06	43	81
12. शेली		नदी		00	20	02
		151		00	37	49
		153	22	00	17	08
		153	17	00	10	24
		152	1	01	06	67
		142	25	00	05	82
		142	20	00	00	74
		142	18	00	02	54
		142	2	00	02	60
		142	21	00	18	00
		142	3	00	00	33

1	2	3	4	5	6	7
शेर्ले (निरंतर)	142	24	00	00	06	
	142	5	00	05	68	
	142	19	00	06	57	
	142	7	00	16	76	
	141	32	00	01	16	
	142	8	00	06	89	
	142	9	00	05	25	
	141	35	00	01	99	
	141	1	00	00	08	
	141	36	00	01	35	
	141	43	00	35	66	
	141	22	00	03	79	
	141	23	00	00	76	
	141	11	00	00	22	
	141	10	00	00	01	
	141	6	00	04	60	
	141	8	00	08	87	
	141	9	00	21	86	
	141	12	00	00	10	
	141	7	00	02	83	
	141	19	00	00	09	
	140	2	00	09	79	
	128	9	00	03	76	
	128	48	00	01	16	
	128	47	00	00	46	
	128	46	00	00	46	
	128	43	00	00	59	
	128	37	00	01	54	
	128	41	00	00	45	
	128	39	00	00	36	
	128	35	00	00	16	
	128	34	00	00	01	

1	2	3	4	5	6	7
सोल (गिरावर)		128	7	00	01	89
		128	45	00	00	57
		128	44	00	00	25
		128	42	00	00	38
		128	40	00	00	24
		128	38	00	00	33
		128	36	00	00	49
		128	31	00	00	51
		128	32	00	00	40
		128	29	00	00	85
		128	28	00	00	47
		128	26	00	00	07
		127	6	00	08	14
		127	11	00	05	26
		127	12	00	03	16
		127	14	00	05	64
		127	17	00	03	37
		127	16	00	03	78
		127	18	00	07	43
		127	19	00	00	52
		127	15	00	00	08
		126	12	00	07	18
		125	24	00	01	78
		125	25	00	01	36
		125	14	00	02	48
		125	15	00	04	53
		125	16	00	02	70
		125	17	00	02	14
		125	18	00	02	40
		125	19	00	04	97
		125	20	00	01	64

1	2	3	4	5	6	7
श्रीलं (निरंतर)		125	21	00	02	52
		125	22	00	01	90
		125	23	00	02	56
		125	10	00	04	15
		124	1	00	06	69
		124	2	00	03	00
		123		00	22	85
		123	2	00	01	96
		123	3	00	02	77
		122	2	00	02	53
		122	3	00	02	51
		122	4	00	02	70
		122	5	00	02	80
		122	6	00	02	71
		121	4	00	02	44
		121	5	00	02	77
		121	8	00	02	56
		121	6	00	02	47
		121	9	00	02	68
		121	3	00	06	82
		121	7	00	02	81
		120	1	00	03	03
		120	2	00	02	56
		120	13	00	03	01
		120	18	00	01	22
		120	19	00	00	23
		120	14	00	00	71
		120	16	00	00	31
		120	17	00	01	72
		120	20	00	00	11
		120	6	00	02	52

1	2	3	4	5	6	7
शोर्ले (निरंतर)		120	7	00	02	42
		120	12	00	00	63
		119	36	00	04	05
		119	34	00	00	55
		119	39	00	02	35
		119	40	00	00	62
		119	37	00	00	86
		119	32	00	00	63
		119	41	00	00	36
		119	35	00	00	67
		119	38	00	00	64
		94	1	00	02	75
		94	2	00	01	55
		94	3	00	02	40
		94	4	00	02	42
		94	5	00	04	55
		94	6	00	02	99
		94	7	00	02	73
		94	8	00	03	36
		94	9	00	05	66
		94	10	00	05	46
		94	11	00	02	64
		94	12	00	06	28
		96	2	00	01	08
		96	9	00	05	79
		96	10	00	00	48
		96	8	00	04	54
		96	3	00	01	21
		96	7	00	01	41
		96	6	00	01	21
		96	4	00	00	46
		96	5	00	03	66

1	2	3	4	5	6	7
शेर्ले (निरंतर)		95	15	00	00	44
		96	1	00	19	04
		98	2	00	03	95
		98	19	00	02	12
		98	20	00	02	10
		98	21	00	01	99
		98	22	00	01	69
		98	23	00	02	12
		98	24	00	01	81
		98	25	00	03	42
		98	26	00	02	50
		98	27	00	01	67
		98	11	00	03	50
		98	14	00	04	27
		98	31	00	03	31
		98	32	00	04	37
		99	1	00	04	59
		99	2	00	05	21
	सर्ले नं. 99/2 और 84			00	05	35
	के बीच का रस्ता					
	84			00	00	04
	85	1		00	05	37
	85	2		00	00	75
	85	10		00	04	33
	85	3		00	00	06
	85	11		00	05	91
	85	4		00	09	09
	85	14		00	00	42
	85	12		00	00	63
	85	15		00	04	18
	85	16		00	04	53

1	2	3	4	5	6	7
शेर्ल (निरंतर)		85	13	00	00	05
		85	8	00	09	03
		86		00	16	94
		87	1	00	06	29
171 (नति)				07	56	96
13. चेर्ल	25			02	54	63
	655			00	08	11
	659			00	00	40
	660			00	04	60
	661			00	23	85
	671			00	01	56
	672			00	00	40
	675			00	05	52
	674			00	01	58
	673			00	00	40
	677			00	02	19
	676			00	04	49
	678			00	02	96
	679			00	00	40
	680			00	07	44
	739			00	00	40
	734			00	01	22
	735			00	00	90
	738			00	01	48
	740			00	00	40
	743			00	00	42
	737			00	01	20
	736			00	02	61
	557		पै 9/अ	00	72	64
	744			00	10	32
	877			00	00	37
	876			00	03	93

1	2	3	4	5	6	7
वेलें (निरंतर)	875			00	00	41
	867			00	05	41
	874			00	00	95
	868			00	04	91
	869		1	00	08	66
	869		2	00	05	94
	870			00	00	85
	863			00	00	47
	862			00	14	62
	557		4	00	07	02
	861			00	00	14
	860			00	03	44
	859			00	00	17
	856			00	00	40
	857			00	01	91
	999			00	02	67
	991			00	11	05
	1007			00	00	71
	1006			00	02	42
	1005			00	00	87
	1008			00	03	16
	1004			00	06	41
	1003			00	00	40
	1010			00	00	40
	1012			00	01	76
	1011			00	00	76
	1001			00	00	56
	1013			00	01	59
	1016			00	00	40
	1015			00	01	79
	1014			00	00	98
	558		3	00	24	06
	1020			00	00	40

1	2	3	4	5	6	7
वेल (निरंतर)	गट नं. 1020 और 1024 के बीच का रस्ता			00	10	36
	1024			00	00	40
	1025			00	04	21
	1026			00	00	86
	1027			00	01	95
	1028			00	04	98
	1029			00	01	28
	1030			00	00	58
	1031			00	08	58
	1033			00	04	07
	1034			00	05	55
	1035			00	03	44
	1037			00	00	40
	1039			00	06	24
	1040			00	03	20
	1041			00	05	04
76 (नया)				05	91	25
14 . वापोली	84	23		00	00	40
	84	27		00	02	61
	84	24		00	01	01
	83	26		00	06	31
	82	16		00	08	59
	सर्वे नं. 82/16 और 83/24 के बीच का रस्ता			00	02	50
	83	24		00	00	59
	82	8		00	12	48
	82	14		00	00	48
	82	13		00	02	22

1	2	3	4	5	6	7
वापोली (निरंतर)		सर्वे नं. 82/13 और 82/9 के बीच का गाला		00	05	27
		82	9	00	03	56
		82	11	00	03	80
		82	10	00	03	60
		82	5	00	01	00
		82	7	00	04	14
		82	12	00	02	66
		82	15	00	00	02
		82	6	00	03	44
		82	4	00	02	87
		82	3	00	01	61
		82	1	00	00	31
		81	5	00	42	59
		81	2	00	01	61
		76	6	00	43	63
		76	4	00	04	05
		76	2	00	09	84
		75	7	00	32	18
		75	6	00	51	20
		सर्वे नं. 75/6 और 73 के बीच का गाला			04	48
		73		00	14	87
		75	2		12	62
		सर्वे नं. 75/2 और 75/4 के बीच का रस्ता		00	02	00
		75	4	00	00	10
		75	3	00	53	30
		72	4	00	04	83
		72	1	00	21	18
		72	2	00	00	10

1	2	3	4	5	6	7
वापोली		11				
(निरंतर)			31	00	47	72
		11	30	00	20	85
		11	21	00	09	25
	सर्वे नं. 11/21 और 18/47 के बीच का रस्ता			00	01	50
	18		47	00	13	11
	18		41	00	01	18
	18		48	00	02	11
	18		42	00	06	49
	18		39	00	01	00
	18		43	00	04	34
	18		44	00	00	25
	18		36	00	10	42
	18		37	00	08	07
	18		38	00	01	90
	18		31	00	04	06
	18		25	00	10	83
	18		16	00	02	41
	18		21	00	05	96
	19		19	00	01	01
	19		17	00	07	97
	19		18	00	00	10
	19		12	00	17	84
	19		13	00	09	43
	19		11	00	00	10
	19		10	00	09	41
	19		8	00	10	02
	19		5	00	12	60
	19		3	00	03	32

1	2	3	4	5	6	7	
वापोली (निरंतर)	24		53	00	03	37	
	24		57	00	00	10	
	24		46	00	07	15	
	24		41	00	08	50	
	24		37	00	20	42	
	24			00	05	35	
	24		27अ	00	02	37	
	24		26अ	00	00	10	
	20			00	32	31	
	22		19	00	00	18	
	22		16	00	04	65	
	22		13	00	05	30	
	22		11	00	04	49	
	सर्जें नं. 22/11 और 22/9 के बीच का रस्ता				00	01	75
	22		9	00	06	65	
22		8	00	06	17		
22		6	00	04	63		
22		5	00	01	06		
23		21	00	01	44		
23		22	00	00	38		
23		14	00	01	79		
23		10	00	09	85		
22		3	00	09	12		
23		9	00	11	02		
22		2	00	01	64		
23		8	00	03	39		
23		2	00	58	48		
36		5	00	20	53		

1	2	3	4	5	6	7
वापोली (निरंतर)		36	4	00	05	89
		36	2	00	03	03
		सर्वे नं. 36/2 और 37		00	09	52
		के बीच का रस्ता				
		37		00	42	93
		47	1	00	17	20
		99		09	02	06

[फा. सं. एल. 14014/30/2002-जी.पी.]

स्वामी सिंह, निदेशक

New Delhi, the 25th June, 2002

S. O. 2128.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of the natural gas from the exploration blocks in the southern Offshore of Goa and structures in Andhra Pradesh State of M/s Reliance Industries Limited, the promoter company of M/s Gas Transportation and Infrastructure Company Limited to the various consumers of District Sindhudurg in the State of Maharashtra, a pipeline should be laid by M/s Gas Transportation and Infrastructure Company Limited;

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may within twenty-one days from the date on which the copies of the notification issued under section (1) of section 3 of the said Act, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri .S.D.Bhise, Competent Authority, GTICL, Pipeline Peroject, Plot No.314, Society No.2, R.K. Nagar, Kolhapur 416013 . Maharashtra State.

Schedule

Tahsil : Dodamarg

District : Sindhudurg

State: Maharashtra

Name of the Village	Gat. No	Servey No.	Sub-Division No.	Area of ROU		
				Hect.	Are	C-Are
1	2	3	4	5	6	7
1. Ambadgaon	1215		A	00	47	03
	1214			00	17	60
	1213			00	17	52
	1212			00	02	13
	1256			00	29	10
	1254			00	10	37
	1253			00	07	87
	1248			00	05	41
	1262			00	85	33
	1238			00	02	28
	1234			00	07	39
	1235			00	00	40
	1232			00	00	65
	1233			00	06	25
	1229			00	08	91
	1228			00	04	16
	1227			00	06	27
	1226			00	05	77
	1284			00	02	50
	1224			00	32	87
	1289			00	01	55
	1287			00	00	83
	1290			00	44	87
	1291			00	11	89
	1292			00	08	68
	1337			00	02	83
	1338			00	00	30
27 Nos.				03	70	76
Tahsil : Sawantwadi						
1. Amboli	98			00	11	94
	128			02	39	97
	Road between Survey No. 128 & 133			00	02	58
	133			00	54	68
	134			00	57	00
	148		12	00	02	39
	148		7	00	03	55
	148		6	00	01	33
	148		1	00	09	23
	148		3	00	01	43

1	2	3	4	5	6	7
1. Amboli (Contd.)		148	8	00	01	25
		148	13	00	00	81
		148	9	00	01	62
		148	10	00	03	75
		148	18	00	00	13
		148	4	00	02	68
		148	5	00	01	70
		148	11	00	04	04
		148	19	00	01	35
		149		00	01	62
		150	1	00	01	74
		150	2	00	02	44
		150	8	00	01	78
		150	5	00	01	62
		150	7	00	07	70
		150	4	00	23	54
		150	6	00	03	78
		151		01	96	28
		153		01	42	27
		Nala Near S. No 153		00	04	60
		29 Nal.		07	88	80
2. Bande		River		00	35	79
		47	9	00	06	07
		46	1	00	50	63
		46	6	00	00	42
		47	5	00	25	20
		47	4	00	06	63
		47	3	00	01	10
		46	2	00	01	42
		46	3	00	01	09
		46	4	00	00	59
		Road between Survey No. 46/4 & 60/1		00	03	53
		60	1	00	06	24
		62	5	00	15	33
		62	3	00	06	69
		62	1	00	02	78
		62	4	00	01	50
		62	2	00	09	10
		64	5	00	00	64
		64	3	00	01	06
		64	1	00	01	13
		66	12	00	06	11
		66	11	00	01	50

1	2	3	4	5	6	7
2. Bande (Contd.)		66	10	00	01	63
		66	9	00	01	22
		66	8	00	00	93
		66	7	00	00	66
		65	2	00	08	75
		65	3	00	09	43
		65	4	00	08	62
		65	5	00	05	16
		65	6	00	01	95
		77	4	00	10	41
		77	5	00	00	05
		77	3	00	09	08
		77	2	00	08	46
		77	1	00	12	50
		75	2	00	25	37
	Nala between Survey					
	No. 75 /2 & 74/8			00	00	44
		-	-			
		74	8	00	00	36
		74	3	00	17	90
		74	2	00	00	83
		74	4	00	04	60
		74	5	00	03	23
		74	6	00	06	15
		44 Nos.		03	22	28
3. Baulat	208	-	-	00	99	50
	207	-	-	00	42	01
	206	-	-	00	16	15
	205	-	-	00	01	72
	204	-	-	00	00	31
	202	-	-	00	25	66
	189	-	-	00	15	74
	220	-	-	00	40	13
	231	-	-	00	01	94
	232	-	-	00	56	38
	187	-	-	00	07	02
	233	-	-	00	06	17
	234	-	-	00	15	32
	235	-	-	00	00	76
	236	-	-	00	00	43
	237	-	-	00	00	40
	239	-	-	00	19	62
	238	-	-	00	02	57
	183	-	-	00	04	71

1	2	3	4	5	6	7
3. Baulat (Contd.)	240		-	00	00	89
	241		-	00	20	07
	182		-	00	00	40
	258		-	00	68	78
	181		-	00	08	65
	176		-	00	02	71
	259		-	00	52	64
	260		-	00	07	74
	261		-	00	00	07
	265		-	00	24	78
	264		-	00	00	40
	268		-	00	01	27
	266		-	00	14	48
	267		-	00	02	55
	269		-	00	54	49
	270		-	00	20	42
	175		-	00	14	16
	153		-	00	55	52
	166		-	00	02	00
	165		-	00	03	52
	163		-	00	01	65
	164		-	00	02	80
	168		-	00	00	40
	169		-	00	02	49
	162		-	00	02	65
	161		-	00	02	66
	160		-	00	01	04
	159		-	00	01	84
	157		-	00	02	63
	158		-	00	04	93
	156		-	00	03	13
	155		-	00	02	28
	154		-	00	01	10
	152		-	00	24	84
	56		-	00	97	19
	52		-	00	73	17
Cart Track between Gat No. 52 & 20			-	00	06	92
20			-	00	06	85
Nala between Gat No. 20 & 18			-	00	05	38
			-			

1	2	3	4	5	6	7
3. Baulat (Contd.)	18		-	00	43	57
	16		-	00	17	17
	167		-	00	07	84
	61 Nos			10	24	61
4. Bilavade	98		2	00	13	70
	98		5	00	32	40
	99		23	00	02	68
	99		20	00	00	49
	99		21	00	00	10
	99		17	00	03	68
	99		18	00	01	42
	99		14	00	00	12
	99		15	00	00	49
	99		16	00	02	98
	99		19	00	00	33
	98		3	00	26	81
	100		-	00	23	29
	101		6	00	35	71
	101		5	00	15	54
	101		3	00	34	10
	101		1	00	09	30
	101		2	00	06	77
	105		6	00	08	86
	103		1	00	00	56
	71		16	00	08	59
	71		12	00	04	20
	71		14	00	07	49
	71		10	00	00	40
	71		11	00	04	37
	71		9	00	08	49
	71		7	00	15	37
	71		8	00	00	17
	70		48	00	00	16
	70		18	00	00	10
	70		17	00	06	91
	70		42	00	00	10
	70		16	00	03	11
	71		5	00	07	24
	71		4	00	14	06
	71		1	00	13	60
	64		46	00	05	62
	64		64	00	00	18
	64		63	00	00	17
	64		62	00	00	70

1	2	3	4	5	6	7
4. Bilavade (Contd.)		64	59	00	01	60
		64	57	00	01	56
		64	53	00	01	06
		64	52	00	00	12
		64	54	00	01	48
		64	60	00	00	48
		64	58	00	01	29
		64	56	00	02	21
		64	44	00	02	79
		64	55	00	01	24
		64	49	00	00	82
		64	42	00	00	26
		64	43	00	02	09
		64	40	00	01	80
		64	33	00	01	74
		64	21	00	00	10
		62	5	00	21	31
		62	4	00	26	50
		62	3	00	17	11
		62	2	00	14	84
		62	1	00	17	40
		63	18	00	01	49
		63	11	00	00	13
		63	12	00	00	50
		63	13	00	00	96
		63	14	00	01	64
		63	4	00	00	36
		63	5	00	00	40
		63	3	00	00	32
	Nala between Survey					
	No. 63/3 & 37/32			00	05	15
			-			
		37	32	00	00	90
		37	16	00	00	51
		37	25	00	02	39
		37	44	00	01	46
		37	50	00	00	87
		37	43	00	00	25
		37	24	00	00	13
		36	14	00	06	93
		37	49	00	00	10
		36	15	00	06	13
		36	16	00	09	61
		36	17	00	19	13
		36	18	00	01	42

1	2	3	4	5	6	7
4. Bilavade (Contd.)		36	5	00	34	59
		36	10	00	02	76
		36	3	00	00	70
		36	1	00	11	28
		36	2	00	00	10
		36	9	00	00	10
		31	15	00	19	16
		31	6	00	16	17
		31	9	00	03	54
		31	11	00	05	54
		31	12	00	03	57
		31	8	00	05	02
		31	2	00	23	21
		48	29	00	07	94
		48	1	00	25	31
	Road between					
	Survey No. 48/1 &			00	05	76
	30/3		-			
	30		3	00	09	31
	19		4	00	63	36
	19		1	00	21	94
	19		2	00	03	00
	Road between					
	Survey No. 19/2 &			00	04	69
	17		-			
	17			00	24	33
	16		-	00	06	69
	15		-	00	34	22
	River		-	00	27	85
		108 Nos.		08	59	08
5. Devasu	593		-	00	04	41
	592		-	00	08	12
	594		-	00	00	64
	595		-	00	00	69
	596		-	00	01	75
	599		-	02	73	40
	587		-	00	14	81
	601		-	00	02	30
	604		-	00	01	51
	600		-	00	04	45
	613		-	00	82	95

1	2	3	4	5	6	7
5. Devasu	648		-	00	03	80
(Contd.)	625		-	00	01	68
	622		-	00	00	45
	624		-	00	21	40
	629		-	00	00	85
Nala between Gat No. 629 & 860				00	15	91
	860		-	00	05	13
	861		-	00	02	79
	859		4	00	01	88
	859		5	00	02	24
	862		-	00	15	87
	841		4	00	25	81
Road between Gat No. 841/4 & 711				00	05	66
	711			00	01	25
	712			00	63	18
	791			00	14	05
	714			00	98	54
	28 Nos.			06	75	52
6. Gele		Nala Near S.no				
		67/48	-	00	04	48
		67	48	00	15	04
		67	49	00	06	90
		67	37	00	00	11
		67	50	00	00	57
		67	38	00	08	02
		67	16	00	28	10
		67	39	00	01	79
		67	32	00	00	30
		67	31	00	07	89
		67	25	00	02	66
		67	23	00	00	91
		67	22	00	00	34
		67	15	00	00	01
		67	11	00	06	70
		67	5	00	00	90
		67	6	00	00	99
		67	12	00	03	02
		67	7	00	01	07
		67	2	00	00	54
		68		00	02	68
		69	19	00	01	32

1	2	3	4	5	6	7
6. Gele (Contd.)		69	13	00	03	23
		69	20	00	00	17
		69	7	00	00	76
		69	8	00	01	69
		69	14	00	02	75
		69	15	00	00	64
		69	9	00	04	30
		69	2	00	07	21
		69	10	00	00	10
		69	3	00	00	10
		70	46	00	00	62
		70	48	00	06	12
		70	25	00	10	62
		70	47	00	04	49
		70	38	00	00	15
		70	36	00	01	74
		70	26	00	00	39
		70	27	00	04	68
		71	1	00	28	16
		71	2	00	39	06
		74	-	01	36	86
		62	1	00	34	41
		57	-	00	03	94
		75	-	00	50	05
		12	-	00	46	14
	Stream between Survey No. 12 & 14		-	00	03	47
		14	-	02	21	13
		18	-	01	42	43
		19	-	01	12	46
		40	-	00	35	38
		39	-	00	66	03
		38	-	00	94	68
		32	2	00	00	10
		32	1	00	16	75
		31	6	00	01	05
		31	1	00	06	28
		31	2	00	06	13
		26	1	01	59	64
		60 Nos.		13	48	25
7. Kalambist	Nala			00	18	09
	Road between Nala & Gaṭ No. 2306			00	02	64
	2306			00	08	02

1	2	3	4	5	6	7
7. Kalamist	2304			00	18	60
(Contd.)	2303			00	09	50
	5 Nos.			00	56	85
8. Netarade		16	2	00	10	93
		17	18	00	03	86
		16	1	00	34	74
		17	16	00	01	60
		17	14	00	08	31
		17	10	00	00	62
		17	12	00	05	03
		17	13	00	11	30
		17	9	00	05	82
		17	3	00	05	52
		17	8	00	00	10
		17	4	00	00	56
		17	2	00	06	66
		17	1	00	02	31
		5	23	00	01	40
		5	25	00	01	36
		5	16	00	05	70
		5	15	00	12	11
		5	12	00	03	82
		5	11	00	00	43
		5	14	00	00	60
		5	13	00	01	65
		5	8	00	00	50
		5	7	00	01	28
		5	5	00	01	12
		5	4	00	01	18
		5	6	00	00	27
		5	2	00	00	90
		5	1	00	00	76
		5	3	00	01	02
		4	46	00	00	14
		4	45	00	01	56
		4	44	00	00	23
		4	38	00	01	56
		4	42	00	00	40
		4	31	00	01	56
		4	33	00	00	26
		4	32	00	00	21
		4	30	00	00	76
		4	27	00	01	56
		4	29	00	00	40
		4	26	00	01	16
		4	24	00	00	95

1	2	3	4	5	6	7
8. Netarade (Contd.)		4	23	00	00	60
		4	25	00	01	17
		4	22	00	00	27
		4	20	00	00	22
		4	19	00	00	20
		4	18	00	00	22
		4	17	00	00	21
		4	14	00	00	32
		4	16	00	02	88
		4	13	00	00	31
		4	12	00	00	31
		4	11	00	00	28
		4	10	00	00	28
		4	9	00	00	30
		4	8	00	00	39
		4	7	00	00	26
		4	5	00	00	47
		4	6	00	03	97
		4	1	00	01	03
		4	4	00	00	45
		19	8	00	02	94
		19	7	00	03	65
		19	2	00	03	73
		19	3	00	04	24
		21	106	00	06	44
		21	104	00	00	75
		21	103	00	00	10
		21	107	00	05	75
		21	105	00	00	62
		21	102	00	15	78
		21	99	00	02	18
		21	98	00	01	62
		21	96	00	01	06
		21	95	00	00	50
		21	93	00	00	10
		20	14	00	06	74
		20	13	00	04	09
		20	12	00	01	01
		20	11	00	02	50
		20	5	00	00	80
		20	4	00	13	94
		20	9	00	01	46
		20	8	00	00	61
		20	3	00	00	10
		44		05	48	46
		30	1	00	04	18

1	2	3	4	5	6	7
8. Netarade (Contd.)		34		00	00	40
		90 N.J.		07	90	10
9. Otavane		River		00	10	57
		75	43+50	00	07	31
		75	43	00	00	36
		75	39	00	11	52
		75	6	00	15	77
		75	7	00	03	96
		75	8	00	04	68
		Road between Survey No. 75/8 & 74/50A		00	05	09
		74	50A	00	07	66
		74	46	00	17	71
		74	37	00	03	88
		74	36	00	06	65
		73	37	00	00	02
		73	35	00	01	78
		73	18A+25	00	00	15
		74	22+35	00	03	61
		74	7	00	11	38
		74		00	00	90
		74	14	00	00	10
		74	6	00	05	69
		74	5	00	03	48
		74	4	00	02	13
		68	24	00	00	32
		68	21	00	00	98
		68	15	00	00	93
		74	3	00	06	45
		69	57	00	02	87
		69	59	00	04	85
		68	13	00	00	39
		68	12	00	00	42
		68	11	00	00	64
		68	50	00	03	87
		69	36	00	04	48
		68	9	00	01	59
		68	7	00	02	46
		69	28	00	03	92
		69	23	00	03	51
		68	5	00	00	68
		68	4	00	00	46
		69	20	00	03	14
		68	3	00	00	12
		69	13	00	09	05

1	2	3	4	5	6	7
9. Otavane (Contd.)		69	14	00	02	64
		69	12	00	02	36
		69	5	00	00	52
		71	5	00	10	91
		71	4	00	35	07
		71	2	00	23	88
		49	1/1	00	93	90
	Road between Survey No. 49/1/1 & 50/38			00	03	68
		50	38	00	02	23
		50	19	00	12	66
		50	4	00	05	31
		50	16	00	01	15
		50	3	00	08	48
		50	2	00	04	28
		51	2+8	00	01	81
		44	48	00	04	99
		44	43	00	05	53
		44	46	00	00	11
		44	45	00	01	65
		44	38	00	00	95
		44	39	00	05	45
		44	37	00	00	69
		44	40	00	00	79
		44	36	00	02	09
		44	24	00	02	14
		44	23	00	01	90
		44	22	00	01	64
		43	31	00	00	57
		44	18	00	01	02
		43	35	00	03	02
		44	19	00	00	66
		43	34	00	00	37
		43	8	00	00	15
		43	24	00	02	93
		43	21	00	03	72
		43	22	00	01	75
		43	18	00	02	42
		43	19	00	00	26
		43	23	00	01	59
		43	17	00	02	35
		43	14	00	03	61
		43	9	00	05	09
		43	5	00	03	30

1	2	3	4	5	6	7
9. Otavane (Contd.)		43	2	00	05	21
		43	1	00	04	96
		29	38	00	04	58
		29	33	00	07	75
		29	31	00	01	79
		29	22	00	08	12
		29	19	00	08	77
		29	18	00	05	11
		29	12	00	11	38
		29	10	00	18	56
		29	5	00	06	06
		29	3	00	24	36
		29	1	00	06	53
		20	41	00	21	74
		20	40	00	17	24
		20	42	00	00	12
		21	1	00	12	94
		21	3A	00	33	31
		River		00	15	42
		104 NAG.		06	59	10
10. Ovaliye		Nala Near S. No.				
		7/29		00	03	60
		7	29	00	05	23
		7	24	00	00	85
		7	20	00	01	00
		7	17	00	00	05
		7	14	00	02	78
		7	10	00	00	05
		7	38	00	00	12
		6	2	00	32	32
		5	37	00	03	44
		5	34	00	07	02
		5	35	00	02	37
		5	38	00	00	12
		5	36	00	00	35
		Road between Survey No. 5/36 & 5/30		00	02	16
		5	30	00	04	46
		5	26	00	01	52
		5	31	00	04	31
		5	25	00	05	39
		5	17	00	00	95
		5	8	00	15	47
		5	9	00	06	23

1	2	3	4	5	6	7
10. Ovaliye (Contd.)		5	1	00	01	61
		5	10	00	03	55
		5	5	00	00	54
		5	6	00	00	41
		5	2	00	04	06
		5	7	00	00	04
		5	3	00	01	20
		3	A/1	00	00	96
		4	1	00	30	44
	Nala between Survey					
	No. 4 /1& 13			00	07	70
		13		00	00	31
		14	16	00	01	27
		14	14	00	03	21
		14	10	00	04	98
		14	9	00	06	89
		14	37	00	00	12
		14	24	00	01	63
		14	27	00	01	98
		14	8	00	05	64
		14	7	00	03	55
		14	17	00	01	37
		14	6	00	03	31
		14	1	00	06	30
		14	2	00	06	16
		14	15	00	00	02
		14	11	00	00	98
		14	3	00	04	57
		14	4	00	06	06
		14	5	00	05	50
		18		00	78	80
		15	2	00	09	23
		15	1	00	04	79
		45		00	99	64
		44	6	00	00	07
		44	7	00	02	24
		44	4	00	01	14
	Nala between Survey					
	No 44/4 & 44/5			00	12	89
		44	5	00	00	08
		44	1	00	00	82
		44	2	00	00	59
		80		00	04	07
		43	2	00	00	52

1	2	3	4	5	6	7
10 Ovaliye (Contd.)		43	4	00	07	91
		43	3	00	04	86
		47		00	10	10
		46		00	82	01
		49	1	00	10	99
		63	7	00	26	52
		63		01	13	94
		60	2	00	13	52
		61		00	31	73
		60		00	79	28
		67		00	65	24
		66	3	00	04	74
		65	1A/1	00	22	40
		66	5	00	09	03
		69		00	91	73
		70	1	00	07	92
		76		00	17	66
		76	2	00	32	10
		74		00	97	22
		83 N.S.		11	57	93
11. Satoli	359		1	00	71	33
	356			00	31	37
	357			00	08	24
	157			00	88	64
	156			00	56	57
	159		A	01	23	33
	158			00	24	91
	194			00	01	10
	202			00	37	25
	218			00	07	15
	200			00	02	64
	Road between Gat No. 200 &			00	03	02
	199			00	35	54
	199		2	00	17	86
	224			00	02	35
	264			00	01	71
	259			00	01	27
	263			00	00	79
	262			00	01	79
	261			00	03	33
	265			00	11	97
	244			00	01	09
	246			00	01	84
	245			00	00	83
	268					

1	2	3	4	5	6	7
11. Satoli (Contd.)	243			00	02	62
	272			00	07	28
	240			00	06	90
	Road between					
	Gat No. 240 &			00	03	66
	239/A					
	239		A	00	04	40
	239		B	00	03	59
	278			00	00	40
	Nala between					
	Gat No. 278 &			00	06	32
	280					
	280			00	32	43
	279			00	40	29
	34 Nos.			06	43	81
12 Sherle	River			00	20	02
	151			00	37	49
	153		22	00	17	08
	153		17	00	10	24
	152		1	01	06	67
	142		25	00	05	82
	142		20	00	00	74
	142		18	00	02	54
	142		2	00	02	60
	142		21	00	18	00
	142		3	00	00	33
	142		24	00	00	06
	142		5	00	05	68
	142		19	00	08	57
	142		7	00	16	76
	141		32	00	01	16
	142		8	00	08	89
	142		9	00	05	25
	141		35	00	01	99
	141		1	00	00	08
	141		36	00	01	35
	141		43	00	35	66
	141		22	00	03	79
	141		23	00	00	76
	141		11	00	00	22
	141		10	00	00	01
	141		6	00	04	60
	141		8	00	08	87
	141		9	00	21	86
	141		12	00	00	10
	141		7	00	02	83

1	2	3	4	5	6	7
12. Sherle	141		19	00	00	09
(Contd.)	140		2	00	09	79
	128		9	00	03	76
	128		48	00	01	16
	128		47	00	00	46
	128		46	00	00	46
	128		43	00	00	59
	128		37	00	01	54
	128		41	00	00	45
	128		39	00	00	36
	128		35	00	00	16
	128		34	00	00	01
	128		7	00	01	89
	128		45	00	00	57
	128		44	00	00	25
	128		42	00	00	38
	128		40	00	00	24
	128		38	00	00	33
	128		36	00	00	49
	128		31	00	00	51
	128		32	00	00	40
	128		29	00	00	85
	128		28	00	00	47
	128		26	00	00	07
	127		6	00	08	14
	127		11	00	05	26
	127		12	00	03	16
	127		14	00	05	64
	127		17	00	03	37
	127		16	00	03	78
	127		18	00	07	43
	127		19	00	00	52
	127		15	00	00	08
	126		12	00	07	18
	125		24	00	01	78
	125		25	00	01	36
	125		14	00	02	48
	125		15	00	04	53
	125		16	00	02	70
	125		17	00	02	14
	125		18	00	02	40
	125		19	00	04	97
	125		20	00	01	64
	125		21	00	02	52
	125		22	00	01	90
	125		23	00	02	56

1	2	3	4	5	6	7
12. Sherle	125		10	00	04	15
(Contd.)	124		1	00	06	69
	124		2	00	03	00
	123			00	22	85
	123		2	00	01	96
	123		3	00	02	77
	122		2	00	02	53
	122		3	00	02	51
	122		4	00	02	70
	122		5	00	02	80
	122		6	00	02	71
	121		4	00	02	44
	121		5	00	02	77
	121		8	00	02	56
	121		6	00	02	47
	121		9	00	02	68
	121		3	00	06	82
	121		7	00	02	81
	120		1	00	03	03
	120		2	00	02	56
	120		13	00	03	01
	120		18	00	01	22
	120		19	00	00	23
	120		14	00	00	71
	120		16	00	00	31
	120		17	00	01	72
	120		20	00	00	11
	120		6	00	02	52
	120		7	00	02	42
	120		12	00	00	63
	119		36	00	04	05
	119		34	00	00	55
	119		39	00	02	35
	119		40	00	00	62
	119		37	00	00	86
	119		32	00	00	63
	119		41	00	00	36
	119		35	00	00	67
	119		38	00	00	64
	94		1	00	02	75
	94		2	00	01	55
	94		3	00	02	40
	94		4	00	02	42
	94		5	00	04	55
	94		6	00	02	99
	94		7	00	02	73

1	2	3	4	5	6	7
12. Sherle	94		8	00	03	36
(Contd.)	94		9	00	05	66
	94		10	00	05	46
	94		11	00	02	64
	94		12	00	06	28
	96		2	00	01	08
	96		9	00	05	79
	96		10	00	00	48
	96		8	00	04	54
	96		3	00	01	21
	96		7	00	01	41
	96		6	00	01	21
	96		4	00	00	46
	96		5	00	03	66
	95		15	00	00	44
	96		1	00	19	04
	98		2	00	03	95
	98		19	00	02	12
	98		20	00	02	10
	98		21	00	01	99
	98		22	00	01	69
	98		23	00	02	12
	98		24	00	01	81
	98		25	00	03	42
	98		26	00	02	50
	98		27	00	01	67
	98		11	00	03	50
	98		14	00	04	27
	98		31	00	03	31
	98		32	00	04	37
	99		1	00	04	59
	99		2	00	05	21
	Road between					
	Gat No. 99/2 &			00	05	35
	84					
	84			00	00	04
	85		1	00	05	37
	85		2	00	00	75
	85		10	00	04	33
	85		3	00	00	06
	85		11	00	05	91
	85		4	00	09	09
	85		14	00	00	42
	85		12	00	00	63
	85		15	00	04	18
	85		16	00	04	53

1	2	3	4	5	6	7
12. Sherle	85		13	00	00	05
(Contd.)	85		8	00	09	03
	86			00	16	94
	87		1	00	06	29
	171	Has.		07	56	96
13. Verle	25			02	54	63
	655			00	08	11
	659			00	00	40
	660			00	04	60
	661			00	23	85
	671			00	01	56
	672			00	00	40
	675			00	05	52
	674			00	01	58
	673			00	00	40
	677			00	02	19
	676			00	04	49
	678			00	02	96
	679			00	00	40
	680			00	07	44
	739			00	00	40
	734			00	01	22
	735			00	00	90
	738			00	01	48
	740			00	00	40
	743			00	00	42
	737			00	01	20
	736			00	02	61
	557		P 9/A	00	72	64
	744			00	10	32
	877			00	00	37
	876			00	03	93
	875			00	00	41
	867			00	05	41
	874			00	00	95
	868			00	04	91
	869		1	00	08	66
	869		2	00	05	94
	870			00	00	85
	863			00	00	47
	862			00	14	62
	557		4	00	07	02
	861			00	00	14
	860			00	03	44
	859			00	00	17
	856			00	00	40

1	2	3	4	5	6	7
13. Verle	857			00	01	91
(Contd.)	999			00	02	67
	991			00	11	05
	1007			00	00	71
	1006			00	02	42
	1005			00	00	87
	1008			00	03	16
	1004			00	08	41
	1003			00	00	40
	1010			00	00	40
	1012			00	01	76
	1011			00	00	76
	1001			00	00	56
	1013			00	01	59
	1016			00	00	40
	1015			00	01	79
	1014			00	00	98
	558		3	00	24	06
	1020			00	00	40
	Road between Gat No. 1020 &			00	10	36
	1024			00	00	40
	1025			00	04	21
	1026			00	00	86
	1027			00	01	95
	1028			00	04	98
	1029			00	01	28
	1030			00	00	58
	1031			00	08	58
	1033			00	04	07
	1034			00	05	55
	1035			00	03	44
	1037			00	00	40
	1039			00	06	24
	1040			00	03	20
	1041			00	05	04
	76 Nos.			05	91	25
14. Vapoli		84	23	00	00	40
		84	27	00	02	61
		84	24	00	01	01
		83	26	00	06	31
		82	16	00	08	59
	Road between Survey No. 82/16 & 83/24			00	02	50
		83	24	00	00	59

1	2	3	4	5	6	7
14. Vapoli (Contd.)		82	8	00	12	48
		82	14	00	00	48
		82	13	00	02	22
		Nala between Survey No 82/13 & 82/9		00	05	27
		82	9	00	03	56
		82	11	00	03	80
		82	10	00	03	60
		82	5	00	01	00
		82	7	00	04	14
		82	12	00	02	66
		82	15	00	00	02
		82	6	00	03	44
		82	4	00	02	87
		82	3	00	01	61
		82	1	00	00	31
		81	5	00	42	59
		81	2	00	01	61
		76	6	00	43	63
		76	4	00	04	05
		76	2	00	09	84
		75	7	00	32	18
		75	6	00	51	20
		Nala between Survey No 75/6 & 73	0		04	48
		73		00	14	87
		75	2	00	12	62
		Road between Survey No. 75/2 & 75/4	0	00	02	00
		75	4	00	00	10
		75	3	00	53	30
		72	4	00	04	83
		72	1	00	21	18
		72	2	00	00	10
		11	31	00	47	72
		11	30	00	20	85
		11	21	00	09	25
		Road between Survey No. 11/21 & 18/47		00	01	50
		18	47	00	13	11
		18	41	00	01	18
		18	48	00	02	11
		18	42	00	06	49
		18	39	00	01	00

1	2	3	4	5	6	7
14. Vapoli (Contd.)		18	43	00	04	34
		18	44	00	00	25
		18	36	00	10	42
		18	37	00	08	07
		18	38	00	01	90
		18	31	00	04	06
		18	25	00	10	83
		18	16	00	02	41
		18	21	00	05	96
		19	19	00	01	01
		19	17	00	07	97
		19	18	00	00	10
		19	12	00	17	84
		19	13	00	09	43
		19	11	00	00	10
		19	10	00	09	41
		19	8	00	10	02
		19	5	00	12	60
		19	3	00	03	32
		24	53	00	03	37
		24	57	00	00	10
		24	46	00	07	15
		24	41	00	08	50
		24	37	00	20	42
		24		00	05	35
		24	27A	00	02	37
		24	26A	00	00	10
		20		00	32	31
		22	19	00	00	18
		22	16	00	04	65
		22	13	00	05	30
		22	11	00	04	49
		Road between Survey No. 22/11 & 22/9		00	01	75
		22	9	00	06	65
		22	8	00	06	17
		22	6	00	04	63
		22	5	00	01	06
		23	21	00	01	44
		23	22	00	00	38
		23	14	00	01	79
		23	10	00	09	85
		22	3	00	09	12
		23	9	00	11	02
		22	2	00	01	64

1	2	3	4	5	6	7
14. Vapoli (Contd.)		23	8	00	03	39
		23	2	00	58	48
		36	5	00	20	53
		36	4	00	05	89
		36	2	00	03	03
	Road between Survey No. 36/2 & 37			00	09	52
	37			00	42	93
	47	1		00	17	20
		99 Nos.		09	02	06

[No. L. 14014/30/2002-G.P.]
SWAMI SINGH, Director

नई दिल्ली, 25 जून, 2002

का. आ. 2129.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मैसर्स गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड की संप्रवर्तक कंपनी मैसर्स रिलायंस इण्डस्ट्रीज लिमिटेड के गोवा के उत्तरी/दक्षिणी अपतट (ऑफ़्सोर) में खोज ब्लॉकों और आन्ध्रप्रदेश की संरचनाओं से महाराष्ट्र राज्य में सांगली/सोलापुर जिले के विभिन्न उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए मैसर्स गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर उक्त भूमि के नीचे पाइपलाइन बिछाने के लिए उपयोग के अधिकार के अर्जन के संबंध में श्री डी. एस. धोत्रे, सक्षम प्राधिकारी, गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड, पाइपलाइन परियोजना, 59, पाटिल नगर, वीजापुर रोड, सोलापुर-413004, महाराष्ट्र राज्य को लिखित रूप में आक्षेप भेज सकेगा ।

अनुसूची

तहसिल: जत	जिल्हा : सांगली				राज्य : महाराष्ट्र		
गाव का नाम	सर्वे नंबर	सब-डिविजन	गट नंबर	सब-डिविजन		एरिया	
		नंबर		नंबर	हेक्टर	एर	सि-एर
1	2	3	4	5	6	7	8
1) कुडणूर		नदी कोकले और ग.नं. 549 के बीच			0	35	50
			549		0	5	79
			550		0	3	86
			548		0	3	40
			551		0	4	0
			552		0	2	92
			553		0	1	53
			554		0	35	32
			562		0	16	43
			555		0	6	2
			563		0	15	66
			565		0	1	91
			566		0	18	12
			567		0	6	11
			573		0	6	78
			574		0	5	30
			578		0	0	40
			577		0	3	11
			576		0	3	67
			575		0	7	79
			70		0	6	34
			582		0	1	79
			583		0	0	40
			69		0	66	55
			68		0	0	40
			65		0	20	80
			64		0	2	61
			63		0	5	97
			62		0	7	26
			61		0	4	19
			60		0	5	47
			59		0	53	17
			58		0	80	96
		सड़क ग.नं. 58 और 57 के बीच			0	4	58
			57		0	29	13
			56		0	81	30
			13		0	0	40
			14		0	22	38
			15		0	13	56
			16		0	10	26
			17		0	11	2
			19		0	11	2
			20		0	8	35
			21		0	4	94
			22		0	3	42
			23		0	8	68
			24		0	6	99

1	2	3	4	5	6	7	8
1) कुडणूर			25		0	5	14
(निरंतर)			27		0	3	0
			26		0	6	60
			29		0	55	3
कुल संख्या			49		7	25	33
2) हफळापुर	169	1			0	4	47
नाला स.नं. 164 में					0	10	55
164					1	10	81
165					0	61	37
166					0	57	15
150					0	51	23
151	1				0	13	51
151	2				0	55	69
146					1	16	15
सड़क स.नं. 144 में					0	4	24
144					0	69	84
143					0	96	16
140					0	88	35
भेल गाड़ी रस्ता स.नं. 140 में					0	11	55
98	2				0	3	1
108	10				0	45	14
108	9				0	16	67
108	8				0	18	10
108	7				0	14	0
108	6				0	14	15
108	5				0	12	99
108	4				0	9	68
108	3				0	2	67
109	5				0	0	30
109	3				0	6	38
109	2				0	8	75
109	1				0	9	33
108	2				0	0	15
110	4				0	12	5
110	3				0	11	33
सड़क स.नं. 110 में					0	6	49
107	3				0	3	50
107	2				0	13	87
110	2				0	7	20
107	1				0	0	55
110	1				0	22	51
111	1				0	15	74
111	5				0	39	55
111	7				0	11	86
111	6				0	0	87
111	3				0	53	62
111	4				0	18	7
112					0	8	22
भेल गाड़ी रस्ता स.नं. 112 और 41 में					0	6	9
41	1				0	26	55

1	2	3	4	5	6	7	8
2) डफळापूर	41	4			0	14	4
(निरंतर)	41	3			0	52	97
	41	2			0	53	92
	42				0	10	65
	40				0	51	8
	39				0	64	72
	38				0	54	82
सड़क स.नं. 38 और 2 के बीच					0	4	89
2					0	80	62
सड़क स.नं. 2 और 433 के बीच					0	3	6
433					0	64	5
429					0	41	58
430					0	55	0
426					0	10	3
427					0	98	76
421					0	99	50
420					0	59	10
कुल संख्या	55				19	89	25
3) बेळुंछी			623		0	38	63
			586		0	79	40
			596		0	3	76
			591		0	12	53
			590		0	25	27
			587		0	54	37
			585		1	39	9
		नाला ग.नं. 585 में			0	5	18
		501			0	16	3
		502			0	2	38
		505			0	30	79
		504			0	24	20
		503			0	12	76
		494			0	7	83
		492			0	0	72
		सड़क ग.नं. 492 और 493 के बीच			0	12	61
		493			1	20	22
		165			0	0	40
		172			0	16	79
		173			0	23	65
		411			0	31	19
		409			0	17	99
		415			0	8	0
		408			0	0	40
		407			0	11	56
		416			0	15	12
		417			0	14	65
		418			0	14	47
		405			0	4	52
		398			0	13	80
		428			0	47	65
		429			0	19	69
		430			0	16	54

1	2	3	4	5	6	7	8
3) बेखुंजी			431		0	21	66
(निरंतर)			432		0	98	49
			384		0	7	90
			383		0	38	51
			381		0	10	84
			380		0	12	42
			379		0	11	10
			378		0	10	41
			376		0	82	16
			356		0	11	33
			355		1	22	47
		सड़क ग.नं. 355 और 357 में			0	3	95
			357		0	0	40
			350		1	7	59
			345		0	14	60
			344		0	10	0
			343		0	11	71
			342		0	10	56
			341		0	2	89
			323		0	58	34
			326		0	56	6
			330		1	49	80
			325		0	15	10
कुल संख्या			53		17	10	48
4) बाबाण			123		0	28	43
			124		0	66	88
		2	129		0	12	80
			130		0	2	95
			127		0	1	16
			132		0	48	44
			133		1	1	95
कुल संख्या			7		2	62	61
5) कंठी			562		0	70	4
			559		0	60	5
			561		0	54	20
			560		0	6	55
		नाला ग.नं. 559 और 475 के बीच			0	3	3
			475		1	43	7
			473		1	3	68
			452		0	62	90
			453		0	18	2
			451		0	44	69
			450		1	7	56
			444		0	7	67
			443		0	7	79
			442		0	4	45
			434		0	4	81
			439		0	10	41
			438		0	19	54
			436		0	17	98
			435		0	6	92

1	2	3	4	5	6	7	8
5) कंठी (निरंतर)			431		0	58	1
			424		0	70	29
			379		0	95	96
			422		0	36	75
			413		0	6	10
			414		0	42	74
			415		0	12	42
			418		0	21	78
			419		0	33	23
			421		0	70	43
			420		0	95	53
कुल संख्या			29		12	96	60
6) रामपुर	202				0	92	59
	203				0	19	95
कुल संख्या	2				1	12	54
7) जत	562				0	44	95
	560				0	71	36
	559				0	52	96
	558	4			0	55	51
	555				0	91	21
	549				0	44	34
सड़क स.नं. 549 और 547 के बीच					0	4	0
	547				0	1	62
	548				0	85	13
	544				0	79	4
	543				0	61	37
राज्य महामार्ग-78 स.नं. 543 और 611 के बीच					0	7	49
	611	1			0	0	14
	611	2			0	18	70
	611	3			0	23	13
सड़क स.नं. 611 में					0	1	0
	612				0	98	43
	628	3			0	28	61
	613				0	22	73
	614				0	8	50
	627				0	40	68
	626				0	49	91
	624	1			0	11	36
	624	2			0	1	93
	624	4			0	49	29
	624	5			0	22	57
	624	6			0	21	82
	624	8			0	13	32
नाला स.नं. 624 और 662 के बीच					0	13	39
	662				0	62	52
	661				0	80	95
	666	2/2/6			0	0	82
	666	2/2/7			0	2	90
	665				0	1	62
	667	1			0	19	95
	667	2			0	28	82

1	2	3	4	5	6	7	8
7) जल	667	4			0	78	74
(निरंतर)	राज्य महामार्ग -71 स.न. 667 और 668 के बीच				0	7	21
	668				1	10	53
	669				0	0	40
	681				0	12	91
	680	5/1			0	4	89
	680	5/2			0	13	33
	680	5/3			0	15	81
	680	5/4			0	15	76
	680	5/5			0	17	3
	680	5/6			0	21	76
	678	2			0	3	44
	678	3			0	39	40
	678	4			0	33	13
	677				0	89	60
	676				0	12	87
कुल संख्या	47				16	98	88
8) अचकनहकणी	140				0	38	75
	139				0	76	77
	137				0	81	96
	136				0	0	40
	135				1	0	59
	131				0	67	20
	130				0	32	1
	132				0	58	79
	128				0	99	81
	125				0	58	83
	124				0	49	39
	108				0	66	31
	123				0	0	40
	114				0	80	62
	113				0	37	15
	109				0	37	20
	111				0	63	79
	112				0	38	50
	97				0	44	30
	98				0	30	57
	93				0	52	73
	90				0	40	26
	88				0	30	92
	87				0	34	1
	84				0	4	87
	82				0	53	3
	81				0	82	71
	80				0	76	57
कुल संख्या	28				14	38	44
9) निगडी (खुर्द)			116		0	11	87
			124		0	15	66
			125		0	14	62
			126		0	9	24
			127		0	8	23
			128		0	11	57

1	2	3	4	5	6	7	8
9) निगड़ी (खुर्द)			129		0	12	72
(निरंतर)			130		0	6	21
			113		0	45	98
			112	ब	0	23	62
		सड़क ग.नं. 112 में			0	8	34
			112	अ	0	9	83
			108		0	26	32
			107		0	13	43
			106		0	10	87
			105		0	8	68
			104		0	5	59
			103		0	12	37
			102		0	8	15
			101		0	12	21
			97		0	11	56
			98		0	0	40
			96		0	5	19
			95		0	4	55
			94		0	0	71
			86		0	8	8
			89		0	17	98
			88		0	21	52
			84		0	6	22
			83		0	13	26
			82		0	18	72
			79		0	21	65
			78		0	11	84
			76		0	13	95
			75		0	10	42
			74		0	9	33
			73		0	3	91
			72		0	2	65
			71		0	5	46
			70		0	8	1
			69		0	7	70
			68		0	31	79
			10		0	84	25
			9		0	42	9
			11		0	18	16
		सड़क ग.नं. 11 और 15 के बीच			0	8	87
			15		0	68	25
			16		0	88	22
			18		0	48	55
			17		0	19	30
			563		0	26	86
			564		0	10	61
कुल संख्या			50		9	25	57
10) काराजनगी			310		0	2	41
			309		0	24	2
			308		0	30	25
			305		0	28	42
			311		0	46	6

1	2	3	4	5	6	7	8
10) काराजनी			318		0	19	21
(निरंतर)			319		0	14	46
			320		0	13	30
			321		0	25	26
			322		0	20	88
			323		0	21	39
			340		0	70	3
			341		0	50	41
			342		0	43	18
			343		0	6	74
			339		0	41	51
			337		0	24	57
			336		0	33	45
			389		0	15	26
			394		0	11	93
			396		0	8	70
			388		0	67	7
			387		0	28	64
			385		0	2	6
			427		1	31	51
			426		0	79	23
			376		0	8	8
			428		0	34	7
कुल संख्या			28		9	2	10
11) घोलेश्वर			323		1	8	30
			309		0	62	33
			435		0	88	34
			329		0	69	7
			433		0	44	93
		सड़क ग.नं. 433 और 429 के बीच			0	1	20
			429		0	27	35
			418		0	53	14
			420		0	44	68
			421		0	0	43
			410		0	27	74
			353		0	17	1
			394		0	24	67
			357		0	0	40
			392		0	55	37
			388		0	0	40
			389		0	20	97
			390		0	40	9
			391		0	49	12
			88		0	28	28
		सड़क ग.नं. 88 में			0	5	76
			89		0	34	43
			92		0	0	86
			93		0	32	74
कुल संख्या			22		8	37	61
12) सनमडी			276		0	7	69
			277		0	8	36

1	2	3	4	5	6	7	8
2) सनपड़ी (निरंतर)			278		0	9	70
			282		0	25	22
			292		0	39	2
			293		0	16	11
			296		0	20	77
			297		0	21	95
			291		0	44	3
			290		0	0	51
			411		0	89	81
			404		0	16	13
			406		0	7	9
			405		0	7	92
			401		0	26	92
			400		0	44	66
		भेल गाड़ी रस्ता ग.नं. 400 और 398 के बीच			0	6	19
			398		0	16	66
			445		0	33	26
			444		0	3	24
			446		0	5	23
			443		0	44	35
		सड़क ग.नं. 443 और 449 के बीच			0	11	63
			449		0	32	58
			451		0	43	37
			452		0	75	41
			724		0	67	39
			723		0	55	57
			673		0	6	19
		नाला ग.नं. 673 और 674 के बीच			0	25	47
			674		0	4	58
			678		0	1	11
			679		0	2	15
			680		0	4	18
			681		0	3	20
			682		0	4	10
			693		0	3	48
			683		0	3	56
			684		0	1	41
			692		0	3	70
			691		0	3	65
			686		0	0	39
			690		0	1	38
			687		0	1	81
			688		0	0	61
			699		0	11	43
			698		0	5	34
			697		0	4	49
			696		0	4	61
			695		0	7	14
			694		0	0	40
			651		0	38	44
			650		0	23	38
			586		0	27	75
			585		0	14	29

1	2	3	4	5	6	7	8
12) सनवडी			580		0	0	56
(निरंतर)			579		0	2	83
			572		0	26	92
			571		0	6	85
			573		0	44	21
			574		0	42	29
कुल संख्या			58		11	12	67
13) कुशीकोणूर			151		0	0	17
			149		0	16	74
			142		0	21	37
			139		0	27	15
			140		0	10	92
			133		0	11	75
			132		0	29	81
			131		0	30	61
			128		0	24	92
			126		0	39	35
			121		0	14	31
			120		0	3	8
		सड़क ग.नं. 120 और 311 के बीच			0	5	75
		311			0	19	26
		310			0	12	36
		309			0	4	0
		308			0	4	83
		नाला ग.नं. 309 और 315 के बीच			0	11	72
		314			0	0	18
		315			0	9	65
		316			0	27	35
		317			0	10	30
		318			0	9	28
		319			0	10	61
		320			0	12	86
		321			0	39	23
		334			0	1	82
		647			0	32	48
		646			0	31	83
		645			1	9	84
		नाला ग.नं. 645 में			0	13	40
		643			0	21	67
		642			0	18	96
		638			0	13	44
		नाला ग.नं. 642 और 638 के बीच			0	10	28
		637			0	8	22
		639			0	19	85
		640			0	33	84
		589			0	37	42
		590			1	19	94
		592			0	48	76
		593			0	81	62
		594			0	94	20
		595			0	11	28

1	2	3	4	5	6	7	8
13) कुणीकोणूर			596		0	22	38
(निरंतर)			597		0	16	76
			598		0	49	54
		सड़क ग.नं. 598 और 599 में			0	1	55
			599		0	0	65
			564		0	18	23
			563		0	10	64
			562		0	6	9
			561		0	17	52
			560		1	47	45
कुल संख्या			49		14	7	22
14) वसपेठ			779		1	31	63
			773		0	51	92
कुल संख्या			2		1	83	55
15) लकडेवाडी			281		0	80	13
कुल संख्या			1		0	80	13
16) जाडर - बोमलाद			855		0	65	47
			854		1	19	38
			845		0	31	10
			846		0	1	31
			844		0	77	16
			842		0	40	45
			841		0	50	78
			840		0	33	99
			838		0	27	48
			837	3	0	32	27
			895		0	47	88
		सड़क ग.नं. 895 में			0	8	72
			834		0	0	82
			833		0	35	85
			769		0	50	44
			770		0	92	9
			768		0	1	49
			778		0	53	74
			774		0	70	54
			776		0	36	80
			777		0	34	93
			779		0	13	41
			780		0	7	0
			781		0	20	24
			782		0	34	25
			758		0	20	21
			783		0	29	89
			784		0	30	44
			785		0	32	74
			786		0	13	89
		सड़क ग.नं. 786 और 789/1 के बीच			0	4	80
			789	1	0	93	51
			703		0	13	5
			696		0	45	8
			697		0	11	50

1	2	3	4	5	6	7	8
6) जाडर - बोजलाद			694		0	23	62
(निरंतर)			693		0	16	29
			692		0	13	46
			691		0	18	66
			685		0	24	69
			684		0	13	9
			679		0	13	64
			673		0	32	58
			678		0	5	57
			675		0	55	3
			674		0	50	17
			667		0	20	47
			666		0	25	88
			665		0	27	69
			664		0	22	88
			662		0	9	82
			661		0	6	67
			660		0	9	7
			659		0	6	94
			657		0	8	32
			656		0	8	92
			655		0	10	43
			653		0	27	92
			652		0	8	75
		सडक ग.नं. 652 और 616 के बीच			0	6	23
			616		0	7	13
			615		0	22	61
			610		0	35	75
			611		0	0	31
			609		0	3	92
			608		0	35	9
			607		0	14	35
			603		0	45	98
			602		0	0	40
			592		0	34	85
			593		0	49	61
			594		0	44	51
			597		0	0	40
			595		0	28	16
			596		0	26	86
कुल संख्या			72		20	99	38
17) उटगी	89				1	59	59
	88				0	26	49
	87				1	25	41
	86				1	32	64
	नाला स.नं. 86 और 121 के बीच				0	14	53
	121				1	23	3
	125				0	94	39
	126				0	32	54
	117				0	69	69
	142				0	66	97
	141				0	98	21

1	2	3	4	5	6	7	8
17) उटगी (निरंतर)	140				0	89	3
कालवा स.नं. 140 में					0	6	70
सडक स.नं. 140 और 146 के बीच					0	3	16
146					1	10	74
कुल संख्या	12				11	53	12
18) निगडी (बु)	48				1	13	0
	50				1	9	54
	54				0	64	18
कुल संख्या	3				2	86	72
19) उमदी	253	1			0	62	97
सडक स.नं. 253 और 254 के बीच					0	5	22
254		1			0	7	1
254		2			0	35	34
254		3			0	1	48
255					0	67	36
256					0	44	13
257		5			0	42	80
257		4			0	21	43
257		3			0	23	51
257		2			0	25	74
257		1			0	25	46
258					0	1	3
312		4			0	14	8
312		3			0	13	39
312		2			0	24	10
सडक स.नं. 312 में					0	3	60
312		1			0	19	31
312		4			0	22	11
311		1			0	23	86
314		1			0	3	7
314		2			0	21	62
314		3			0	40	6
314		4			0	30	20
315		1			0	4	18
316					0	77	56
317		1			0	38	18
317		2			0	81	67
318					0	53	14
322		1			0	71	27
322		2			0	34	53
323					0	78	78
331		2			0	69	76
331		1			0	42	55
332					1	14	42
335					0	79	49
333					1	13	68
334					0	1	35
334					0	0	10
349					0	78	38
350					0	72	22
353					0	65	75

1	2	3	4	5	6	7	8
19) उमदी	354				0	69	62
(निरंतर)	355	3			0	77	44
	सड़क स.नं. 355 और 430 के बीच				0	13	17
	430				0	5	21
	431	1			0	24	16
	431	2			0	22	12
	431	3			0	43	0
	433	1			0	15	16
	433	2			0	15	53
	433	3			0	13	97
	432	3			0	0	98
	433	4			0	2	97
	432	4			0	18	21
	432	5			0	24	39
	446				1	28	92
	450				0	49	85
	449	2			0	4	71
	449	3			0	40	30
	449	4			0	26	99
	449	5			0	43	31
	463				0	86	33
	462				0	19	12
	466	3			0	17	14
	466				0	48	54
	466	1			0	98	46
	467	6			0	2	3
	468				0	32	39
	468				0	33	16
	भेल गाड़ी रस्ता स.नं. 468 और 469 के बीच				0	5	17
	469	2			0	37	9
	469	1			0	57	1
कुल संख्या	69				27	32	34
तहसिल कुल संख्या	636				209	54	54

[फा. सं. एल. 14014/32/2002-जी.पी.]

स्वामी सिंह, निदेशक

New Delhi, the 25th June, 2002

S. O. 2129.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of the natural gas from the exploration blocks in the Northern/Southern Offshore of Goa and structures in Andhra Pradesh State of M/s Reliance Industries Limited, the promoter company of M/s Gas Transportation and Infrastructure Company Limited to the various consumers of District Sangli /Solapur in the State of Maharashtra, a pipeline should be laid by M/s Gas Transportation and Infrastructure Company Limited;

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification.;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may within twenty-one days from the date on which the copies of the notification issued under section (1) of section 3 of the said Act, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri D.S.Dhotre, Competent Authority, GTICL, Pipeline Project, 59-Patil Nagar, Vijapur Road, Solapur – 413004, Maharashtra State.

Schedule.

Tahsil : Jath		District : Sangali			State: Maharashtra		
Name of the	Survey	Sub-Dn.	Gat. No.	Sub-Dn.	Area of ROU		
Village	No.	No.		No.	Hectare	Are	C-Are
1	2	3	4	5	6	7	8
1) Kudnur		River between Kokale & G. No. 549			0	35	50
			549		0	5	79
			550		0	3	86
			548		0	3	40
			551		0	4	0
			552		0	2	92
			553		0	1	53
			554		0	35	32
			562		0	16	43
			555		0	6	2
			563		0	15	66
			565		0	1	91
			566		0	18	12
			567		0	6	11
			573		0	6	78
			574		0	5	30
			578		0	0	40
			577		0	3	11
			576		0	3	67
			575		0	7	79
			70		0	6	34
			582		0	1	79
			583		0	0	40
			69		0	66	55
			68		0	0	40
			65		0	20	80
			64		0	2	61
			63		0	5	97
			62		0	7	26
			61		0	4	19
			60		0	5	47
			59		0	53	17
			58		0	80	96
		Road between G.No. 58 & 57			0	4	58
			57		0	29	13
			56		0	81	30
			13		0	0	40
			14		0	22	38
			15		0	13	56
			16		0	10	26
			17		0	11	2
			19		0	11	2
			20		0	8	35
			21		0	4	94
			22		0	3	42
			23		0	8	68
			24		0	6	99
			25		0	5	14

1	2	3	4	5	6	7	8
1) Kudnur			27		0	3	0
(Cont'd)			26		0	6	60
			29		0	55	3
Total			49	NOL	7	25	33
2) Daphalapur	169	1			0	4	47
Nala in S. No. 164					0	10	55
	164				1	10	81
	165				0	61	37
	166				0	57	15
	150				0	51	23
	151	1			0	13	51
	151	2			0	55	69
	146				1	16	15
Road in S.No. 144					0	4	24
	144				0	69	84
	143				0	96	16
	140				0	88	35
Cart Track in S. No. 140					0	11	55
	98	2			0	3	1
	108	10			0	45	14
	108	9			0	16	67
	108	8			0	18	10
	108	7			0	14	0
	108	6			0	14	15
	108	5			0	12	99
	108	4			0	9	68
	108	3			0	2	67
	109	5			0	0	30
	109	3			0	6	38
	109	2			0	8	75
	109	1			0	9	33
	108	2			0	0	15
	110	4			0	12	5
	110	3			0	11	33
Road in S. No. 110					0	6	49
	107	3			0	3	50
	107	2			0	13	87
	110	2			0	7	20
	107	1			0	0	55
	110	1			0	22	51
	111	1			0	15	74
	111	5			0	39	55
	111	7			0	11	86
	111	6			0	0	87
	111	3			0	53	62
	111	4			0	18	7
	112				0	8	22
Cart Track between S. No. 112 & 41					0	6	9
	41	1			0	26	55
	41	4			0	14	4
	41	3			0	52	97
	41	2			0	53	92
	42				0	10	65
	40				0	51	8

1	2	3	4	5	6	7	8
2) Daphalapur	39				0	64	72
(Cont'd)	38				0	54	82
Road between S. No. 38 & 2					0	4	89
2					0	80	62
Road between S. No. 2 & 433					0	3	6
433					0	64	5
429					0	41	58
430					0	55	0
426					0	10	3
427					0	98	76
421					0	99	50
420					0	59	10
Total	55		Nos		19	89	25
3) Belunkhi			623		0	38	63
			586		0	79	40
			596		0	3	76
			591		0	12	53
			590		0	25	27
			587		0	54	37
			585		1	39	9
		Nala in	G. No. 585		0	5	18
			501		0	16	3
			502		0	2	38
			505		0	30	79
			504		0	24	20
			503		0	12	76
			484		0	7	83
			492		0	0	72
		Road between	G. No. 492 & 493		0	12	61
			493		1	20	22
			165		0	0	40
			172		0	16	79
			173		0	23	65
			411		0	31	19
			409		0	17	99
			415		0	8	0
			408		0	0	40
			407		0	11	56
			416		0	15	12
			417		0	14	65
			418		0	14	47
			405		0	4	52
			398		0	13	80
			428		0	47	65
			429		0	19	69
			430		0	16	54
			431		0	21	66
			432		0	98	49
			384		0	7	90
			383		0	38	51
			381		0	10	84
			380		0	12	42
			379		0	11	10
			378		0	10	41

1	2	3	4	5	6	7	8
3) Belunki (Cont'd)			376		0	82	16
			356		0	11	33
			355		1	22	47
		Road in G. No. 355 & 357			0	3	95
			357		0	0	40
			350		1	7	59
			345		0	14	60
			344		0	10	0
			343		0	11	71
			342		0	10	56
			341		0	2	89
			323		0	58	34
			326		0	56	6
			330		1	49	80
			325		0	15	10
Total			53	Noe	17	10	48
4) Vashan			123		0	28	43
			124		0	66	88
		2	129		0	12	80
			130		0	2	95
			127		0	1	16
			132		0	48	44
			133		1	1	95
Total			7	Noe	2	62	61
5) Kanthi			562		0	70	4
			559		0	60	5
			561		0	54	20
			560		0	6	55
		Nala between G. No. 559 & 475			0	3	3
			475		1	43	7
			473		1	3	68
			452		0	62	90
			453		0	18	2
			451		0	44	69
			450		1	7	56
			444		0	7	67
			443		0	7	79
			442		0	4	45
			434		0	4	81
			439		0	10	41
			438		0	19	54
			436		0	17	98
			435		0	6	92
			431		0	58	1
			424		0	70	29
			379		0	95	96
			422		0	36	75
			413		0	6	10
			414		0	42	74
			415		0	12	42
			418		0	21	78
			419		0	33	23
			421		0	70	43

1	2	3	4	5	6	7	8
5) Kanthi(Cont'd)			420		0	95	53
Total			29		12	96	60
6) Rampur	202				0	92	59
	203				0	19	95
Total	2		1 Nos		1	12	54
7) Jath	562				0	44	95
	560				0	71	36
	559				0	52	96
	558	4			0	55	51
	555				0	91	21
	549				0	44	34
Road between S. No. 549 & 547					0	4	0
	547				0	1	62
	548				0	85	13
	544				0	79	4
	543				0	61	37
Road SH78 between S.No.543 & 611					0	7	49
	611	1			0	0	14
	611	2			0	18	70
	611	3			0	23	13
Road in S. No. 611					0	1	0
	612				0	98	43
	628	3			0	28	61
	613				0	22	73
	614				0	8	50
	627				0	40	68
	626				0	49	91
	624	1			0	11	36
	624	2			0	1	93
	624	4			0	49	29
	624	5			0	22	57
	624	6			0	21	82
	624	8			0	13	32
Nala between S. No. 624 & 662					0	13	39
	662				0	62	52
	661				0	80	95
	666	2/2/6			0	0	82
	666	2/2/7			0	2	90
	665				0	1	62
	667	1			0	19	95
	667	2			0	28	82
	667	4			0	78	74
Road SH71 between S. No. 667 & 668					0	7	21
	668				1	10	53
	669				0	0	40
	681				0	12	91
	680	5/1			0	4	89
	680	5/2			0	13	33
	680	5/3			0	15	81
	680	5/4			0	15	76
	680	5/5			0	17	3
	680	5/6			0	21	76
	678	2			0	3	44

1	2	3	4	5	6	7	8
7) Jath	678	3			0	39	40
(Cont'd)	678	4			0	33	13
	677				0	89	60
	676				0	12	87
Total	47				16	98	88
8) Achakanhalli	140				0	38	75
	139				0	76	77
	137				0	81	96
	136				0	0	40
	135				1	0	59
	131				0	67	20
	130				0	32	1
	132				0	58	79
	128				0	99	81
	125				0	58	83
	124				0	49	39
	108				0	66	31
	123				0	0	40
	114				0	80	62
	113				0	37	15
	109				0	37	20
	111				0	63	79
	112				0	38	50
	97				0	44	30
	98				0	30	57
	93				0	52	73
	90				0	40	26
	88				0	30	92
	87				0	34	1
	84				0	4	87
	82				0	53	3
	81				0	82	71
	80				0	76	57
Total	28				14	38	44
9) Nigadi(Khurd)			116		0	11	87
			124		0	15	66
			125		0	14	62
			126		0	9	24
			127		0	8	23
			128		0	11	57
			129		0	12	72
			130		0	6	21
			113		0	45	98
			112	B	0	23	62
			Road in G. No. 112		0	8	34
			112	A	0	9	83
			108		0	26	32
			107		0	13	43
			106		0	10	87
			105		0	8	68
			104		0	5	59
			103		0	12	37
			102		0	8	15

1	2	3	4	5	6	7	8
9) Nigadi(Khurd)			101		0	12	21
(Cont'd)			97		0	11	56
			98		0	0	40
			96		0	5	19
			95		0	4	55
			94		0	0	71
			86		0	8	8
			89		0	17	98
			88		0	21	52
			84		0	6	22
			83		0	13	26
			82		0	18	72
			79		0	21	65
			78		0	11	84
			76		0	13	95
			75		0	10	42
			74		0	9	33
			73		0	3	91
			72		0	2	65
			71		0	5	46
			70		0	8	1
			69		0	7	70
			68		0	31	79
			10		0	84	25
			9		0	42	9
			11		0	18	16
		Road between G. No. 11 & 15			0	8	87
			15		0	68	25
			16		0	88	22
			18		0	48	55
			17		0	19	30
			563		0	26	86
			564		0	10	61
Total			50	NPS	9	25	57
10) Karajangi			310		0	2	41
			309		0	24	2
			308		0	30	25
			305		0	28	42
			311		0	46	6
			318		0	19	21
			319		0	14	46
			320		0	13	30
			321		0	25	26
			322		0	20	88
			323		0	21	39
			340		0	70	3
			341		0	50	41
			342		0	43	18
			343		0	6	74
			339		0	41	51
			337		0	24	57
			336		0	33	45
			389		0	15	26
			394		0	11	93

1	2	3	4	5	6	7	8
10) Karajangi (Cont'd)			396		0	8	70
			388		0	67	7
			387		0	28	64
			385		0	2	6
			427		1	31	51
			426		0	79	23
			376		0	8	8
			428		0	34	7
Total			28	N.C.	9	2	10
11) Gholeswar			323		1	8	30
			309		0	62	33
			435		0	88	34
			329		0	69	7
			433		0	44	93
		Road between G. No. 433 & 429			0	1	20
			429		0	27	35
			418		0	53	14
			420		0	44	68
			421		0	0	43
			410		0	27	74
			353		0	17	1
			394		0	24	67
			357		0	0	40
			392		0	55	37
			388		0	0	40
			389		0	20	97
			390		0	40	9
			391		0	49	12
			88		0	28	28
		Road in G. No. 88			0	5	76
			89		0	34	43
			92		0	0	86
			93		0	32	74
Total			22	N.C.	8	37	61
12) Sanmadi			276		0	7	69
			277		0	8	36
			278		0	9	70
			282		0	25	22
			292		0	39	2
			293		0	16	11
			296		0	20	77
			297		0	21	95
			291		0	44	3
			290		0	0	51
			411		0	89	81
			404		0	16	13
			406		0	7	9
			405		0	7	92
			401		0	26	92
			400		0	44	66
		Cart Track between G.No. 400 & 398			0	6	19
			398		0	16	66
			445		0	33	26

1	2	3	4	5	6	7	8
12) Sanmadi			444		0	3	24
(Cont'd)			446		0	5	23
			443		0	44	35
		Road between G.No. 443 & 449			0	11	63
			449		0	32	58
			451		0	43	37
			452		0	75	41
			724		0	67	39
			723		0	55	57
			673		0	6	19
		Nala between G.No. 673 & 674			0	25	47
			674		0	4	58
			678		0	1	11
			679		0	2	15
			680		0	4	18
			681		0	3	20
			682		0	4	10
			693		0	3	48
			683		0	3	56
			684		0	1	41
			692		0	3	70
			691		0	3	65
			686		0	0	39
			690		0	1	38
			687		0	1	81
			688		0	0	61
			699		0	11	43
			698		0	5	34
			697		0	4	49
			696		0	4	61
			695		0	7	14
			694		0	0	40
			651		0	38	44
			650		0	23	38
			586		0	27	75
			585		0	14	29
			580		0	0	56
			579		0	2	83
			572		0	26	92
			571		0	6	85
			573		0	44	21
			574		0	42	29
Total			58		11	12	67
13) Kunikonur			151		0	0	17
			149		0	16	74
			142		0	21	37
			139		0	27	15
			140		0	10	92
			133		0	11	75
			132		0	29	81
			131		0	30	61
			128		0	24	92
			126		0	39	35
			121		0	14	31

1	2	3	4	5	6	7	8
13) Kunikonur			120		0	3	8
(Cont'd)			Road between G.No. 120 & 311		0	5	75
			311		0	19	26
			310		0	12	36
			309		0	4	0
			308		0	4	83
			Nala between G.No. 309 & 315		0	11	72
			314		0	0	18
			315		0	9	65
			316		0	27	35
			317		0	10	30
			318		0	9	28
			319		0	10	61
			320		0	12	86
			321		0	39	23
			334		0	1	82
			647		0	32	48
			646		0	31	83
			645		1	9	84
			Nala in G.No. 645		0	13	40
			643		0	21	67
			642		0	18	96
			638		0	13	44
			Nala between G.No. 642 & 638		0	10	28
			637		0	8	22
			639		0	19	85
			640		0	33	84
			589		0	37	42
			590		1	19	94
			592		0	48	76
			593		0	81	62
			594		0	94	20
			595		0	11	28
			596		0	22	38
			597		0	16	76
			598		0	49	54
			Road in G.No. 598 & 599		0	1	55
			599		0	0	65
			564		0	18	23
			563		0	10	64
			562		0	6	9
			561		0	17	52
			560		1	47	45
Total			49	N.C.	14	7	22
14) Vhaspet			779		1	31	63
			773		0	51	92
Total			2		1	83	55
15) Lakadewadi			281	N.C.	0	80	13
Total			1	N.C.	0	80	13
16) Boblad(Jadar)			855		0	65	47
			854		1	19	38
			845		0	31	10
			846		0	1	31

1	2	3	4	5	6	7	8
16)Boblad(Jadar)			844		0	77	16
(Count'd)			842		0	40	45
			841		0	50	78
			840		0	33	99
			838		0	27	48
			837	3	0	32	27
			895		0	47	88
		Road in G.No. 895			0	8	72
			834		0	0	82
			833		0	35	85
			769		0	50	44
			770		0	92	9
			768		0	1	49
			778		0	53	74
			774		0	70	54
			776		0	36	80
			777		0	34	93
			779		0	13	41
			780		0	7	0
			781		0	20	24
			782		0	34	25
			758		0	20	21
			783		0	29	89
			784		0	30	44
			785		0	32	74
			786		0	13	89
		Road between G.No. 786 & 789/1			0	4	80
			789	1	0	93	51
			703		0	13	5
			696		0	45	8
			697		0	11	50
			694		0	23	62
			693		0	16	29
			692		0	13	46
			691		0	18	66
			685		0	24	69
			684		0	13	9
			679		0	13	64
			673		0	32	56
			678		0	5	57
			675		0	55	3
			674	1	0	50	17
			667		0	20	47
			666		0	25	88
			665		0	27	69
			664		0	22	88
			662		0	9	82
			661		0	6	67
			660		0	9	7
			659		0	6	94
			657		0	8	32
			656		0	8	92
			655		0	10	43
			653		0	27	92

1	2	3	4	5	6	7	8
16) Boblad(Jadar)			652		0	8	75
(Count'd)			Road between G.No. 652 & 616		0	6	23
			616		0	7	13
			615		0	22	61
			610		0	35	75
			611		0	0	31
			609		0	3	92
			608		0	35	9
			607		0	14	35
			603		0	45	96
			602		0	0	40
			592		0	34	85
			593		0	49	61
			594		0	44	51
			597		0	0	40
			595		0	28	16
			596		0	26	86
Total			72	plus	20	99	38
17) Utagl	89				1	59	59
	88				0	26	49
	87				1	25	41
	86				1	32	64
	Nala between S.No. 86 & 121				0	14	53
	121				1	23	3
	125				0	94	39
	126				0	32	54
	117				0	69	69
	142				0	66	97
	141				0	98	21
	140				0	89	3
	Canal in S.No. 140				0	6	70
	Road between S.No. 140 & 146				0	3	16
	146				1	10	74
Total	12				11	53	12
18) Nigadi(BK)	48				1	13	0
	50				1	9	54
	54				0	64	18
Total	3				2	86	72
19) Umadi	253				0	62	97
	Road between S.No. 253 & 254				0	5	22
	254	1			0	7	1
	254	2			0	35	34
	254	3			0	1	48
	255				0	67	36
	256				0	44	13
	257	5			0	42	80
	257	4			0	21	43
	257	3			0	23	51
	257	2			0	25	74
	257	1			0	25	46
	258				0	1	3
	312	4			0	14	8
	312	3			0	13	39

1	2	3	4	5	6	7	8
19) Umadi	312	2			0	24	10
(Cont'd)	Road In S.No. 312				0	3	60
	312	1			0	19	31
	313	4			0	22	11
	311	1			0	23	86
	314	1			0	3	7
	314	2			0	21	62
	314	3			0	40	6
	314	4			0	30	20
	315	1			0	4	18
	316				0	77	56
	317	1			0	38	18
	317	2			0	81	67
	318				0	53	14
	322	1			0	71	27
	322	2			0	34	53
	323				0	78	78
	331	2			0	69	76
	331	1			0	42	55
	332				1	14	42
	335				0	79	49
	333				1	13	68
	334				0	1	35
	334				0	0	10
	349				0	78	38
	350				0	72	22
	353				0	65	75
	354				0	69	62
	355	3			0	77	44
	Road between S.No. 355 & 430				0	13	17
	430				0	5	21
	431	1			0	24	16
	431	2			0	22	12
	431	3			0	43	0
	433	1			0	15	16
	433	2			0	15	53
	433	3			0	13	97
	432	3			0	0	98
	433	4			0	2	97
	432	4			0	18	21
	432	5			0	24	39
	446				1	28	92
	450				0	49	85
	449	2			0	4	71
	449	3			0	40	30
	449	4			0	26	99
	449	5			0	43	31
	463				0	86	33
	462				0	19	12
	466	3			0	17	14
	466				0	48	54
	466	1			0	98	46
	467	6			0	2	3
	468				0	32	39

1	2	3	4	5	6	7	8
19) Umadi	468				0	33	16
(Cont'd)	Cart Track between S.No. 468 & 469				0	5	17
	469	2			0	37	9
	469	1			0	57	1
Total	69				27	32	34
Grand Total	636				209	54	54

[No. L. 14014/32/2002-G.P.]
SWAMI SINGH, Director

नई दिल्ली, 25 जून, 2002

का. आ. 2130.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में मुन्द्रा पत्तनस्थित अपरिष्कृत तेल संस्थापन (सी.ओ.टी.) से पंजाब राज्य में भटिंडा तक मुन्द्रा-भटिंडा पाइपलाइन से होकर अपरिष्कृत तेल के परिवहन के लिए एक पाइपलाइन गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन की समनुषंगी) द्वारा बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में जिसके भीतर उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उसमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ।

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से, जिसको भारत के राजपत्र में यथाप्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, भूमि के भीतर पाइपलाइन बिछाने के संबंध में श्री डी. के. पारिख, सक्षम प्राधिकारी, मुन्द्रा-भटिंडा अपरिष्कृत तेल पाइपलाइन, गुरु गोबिन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन की समनुषंगी), पी. बी. सं.-43, यूनिट-2, हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड, मु. पों. खारी रोहर, तालुका गांधीधाम, राज्य गुजरात को लिखित रूप में आक्षेप भेज सकेगा ।

अनुमूची

तालुका:- धानेरा

जिला :- बनासकांठा

राज्य :- गुजरात

गाँव का नाम	(खसरा) सर्वेक्षण क्रमांक	हिस्सा क्रमांक	क्षेत्रफल		
			हेक्टर	आर	मन्टी आर
1	2	3	4		
(1) आलवाडा	240	पैकी	0	35	30
	242		0	40	57
	243	पैकी	0	27	97
	---	नाला	0	03	15
	245	पैकी	0	44	89
	---	नाला	0	01	17
	250/2	पैकी	0	34	94
	250/2	पैकी	0	01	10
	253	पैकी	0	36	56
	253	पैकी	0	00	56
	254+255		0	53	79
	260		0	19	51
	259/1	पैकी	0	21	76
	259/2	पैकी	0	20	57
	258		0	21	62
	430	पैकी	02	92	01
	---	नाला	0	10	92
	(52+431)/5	पैकी	0	03	00
	(52+431)/5	पैकी	0	15	32
	(52+431)/2		0	15	50
	(52+431)/6		0	00	44
	53	पैकी	0	26	05
	54/2		0	24	35
	49/1		0	13	06
	49/2		0	03	71
	55		0	00	86
	48	पैकी	0	34	89
	71	पैकी	0	59	08
	72		0	31	25
	---	मुकाल नदी	0	24	96
	---	कार्ट ट्रैक	0	08	99
	127		0	21	22

तालुका:- धानेरा

जिला :- बनासकांठा

राज्य :- गुजरात

गाँव का नाम	(खसरा) सर्वेक्षण क्रमांक	हिस्सा क्रमांक	क्षेत्रफल		
			हक्कर	आर	मन्दा आर
1	2	3	4		
(1) आलवाडा (जारी)	126	पैकी	0	10	17
	125		0	42	69
	124	पैकी	0	42	14
	99/4		0	08	91
	99/5		0	18	82
	99/6		0	17	47
	100/2		0	07	46
	100/1		0	11	02
	101/5		0	15	71
	101/3		0	08	60
	101/2		0	03	95
	101/1		0	05	72
	102	पैकी	0	43	19
	108	पैकी	0	33	88
	107	पैकी	0	10	80
	106	पैकी	0	61	11
	106	पैकी कार्ट ट्रैक	0	01	10
	110	पैकी	0	24	41
	113	पैकी	0	45	52
	111	पैकी	0	13	22
	112	पैकी	0	30	20
(2) कुडी	178	पैकी	0	50	11
	177		0	29	01
	175		0	10	63
	174		0	65	47
	198	पैकी	01	61	85
	198	पैकी कार्ट ट्रैक	0	01	10
	198	पैकी कार्ट ट्रैक	0	01	10
	198	पैकी कार्ट ट्रैक	0	01	10
	---	ब्रेन	0	01	10
	(1+2)/2	पैकी	0	11	11
	(1+2)/1		0	17	47
	3		0	17	72
	—	कार्ट ट्रैक	0	02	96
	17/3/2		0	04	30
	17/3/3		0	15	86

तालुका:- धानेरा

जिला :- बनासकांठा

राज्य :- गुजरात

गाँव का नाम	(खसरा) सर्वेक्षण क्रमांक	हिस्सा क्रमांक	क्षेत्रफल		
			हक्कर	आग	सन्टी आग
1	2	3	4		
(2) कुडी (जारी)	16	पैकी	0	46	41
	15/6		0	11	30
	22		0	07	81
	21	पैकी	0	24	27
	21	पैकी	0	01	10
	26	कार्ट ट्रैक	0	30	47
	25	पैकी	0	13	64
	28		0	27	79

फा. सं. आर. 31015/48/2002/ओ.आर. II]

हरीश कुमार, अवर सचिव

New Delhi, the 25th June, 2002

S. O. 2130.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of crude oil from crude oil terminal (COT) at Mundra Port in the State of Gujarat to Bathinda in the State of Punjab through Mundra - Bathinda Pipeline, a pipeline should be laid by Guru Gobind Singh Refineries Limited (a subsidiary of Hindustan Petroleum Corporation Limited);

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user (ROU) in the land under which the said pipeline is proposed to be laid, and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the land described in the said Schedule may, within twenty- one days from the date on which the copies of the notification, as published in the Gazette of India, are made available to the general public, object in writing to the laying of the pipeline under the land to Shri D.K.PAREKH, Competent Authority, Mundra-Bathinda Crude Oil Pipeline, Guru Gobind Singh Refineries Limited (A subsidiary of Hindustan Petroleum Corporation Limited), P.B.No.43, Unit 2, HPCL., At & PO Khari Rohar, Tal. Gandhidham, State Gujarat.

SCHEDULE

Taluka :- Dhanera

District :- Banaskantha

State :- Gujarat

Name of Village	Survey No	Part if Any	ROU Area		
			Ha.	Ar.	Sq.mt.
1	2	3	4		
(1) ALWADA	240	P	0	35	30
	242		0	40	57
	243	P	0	27	97
	---	Nala	0	03	15
	245	P	0	44	89
	---	Nala	0	01	17
	250/2	P	0	34	94
	250/2	P	0	01	10
	253	P	0	36	56
	253	P	0	00	56
	254+255		0	53	79
	260		0	19	51
	259/1	P	0	21	76
	259/2	P	0	20	57
	258		0	21	62
	430	P	2	92	01
	---	Nala	0	10	92
	(52+431)/5	P	0	03	00
	(52+431)/5	P	0	15	32
	(52+431)/2		0	15	50
	(52+431)/6		0	00	44
	53	P	0	26	05
	54/2		0	24	35
	49/1		0	13	06
	49/2		0	03	71
	55		0	00	86
	48	P	0	34	89
	71	P	0	59	08
	72		0	31	25
	---	Sukal River	0	24	96
	---	Cart Track	0	08	99
	127		0	21	22
	126	P	0	10	17
	125		0	42	69
	124	P	0	42	14
	99/4		0	08	91
	99/5		0	18	82
	99/6		0	17	47
	100/2		0	07	46
	100/1		0	11	02
	101/5		0	15	71

Taluka :- Dhanera

District :- Banaskantha

State :- Gujarat

Name of Village	Survey No	Part if Any	ROU Area		
			Ha.	Ar.	Sq.mt.
1	2	3	4		
(1) ALWADA (Contd.)	101/3		0	08	60
	101/2		0	03	95
	101/1		0	05	72
	102	P	0	43	19
	108	P	0	33	88
	107	P	0	10	80
	106	P	0	61	11
	106	P Cart Track	0	01	10
	110	P	0	24	41
	113	P	0	45	52
	111	P	0	13	22
	112	P	0	30	20
(2) KUNDI	178	P	0	50	11
	177		0	29	01
	175		0	10	63
	174		0	65	47
	198	P	01	61	85
	198	P Cart Track	0	01	10
	198	P Cart Track	0	01	10
	198	P Cart Track	0	01	10
	---	Drain	0	01	10
	(1+2)/2	P	0	11	11
	(1+2)/1		0	17	47
	3		0	17	72
	---	Cart Track	0	02	96
	17/3/2		0	04	30
	17/3/3		0	15	86
	16	P	0	46	41
	15/6		0	11	30
	22		0	07	81
	21	P	0	24	27
	21	P Cart Track	0	01	10
	26		0	30	47
	25	P	0	13	64
	28		0	27	79

[F No. R-31015/48/2002 OR-II.]
HARISH KUMAR, Under Secy.

नई दिल्ली, 26 जून, 2002

का. आ. 2131.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में जिला सूरत के तालुका चौरासी में गाँव हजीरा से गाँव मोरा तक प्राकृतिक गैस के परिवहन के लिए गुजरात स्टेट पेट्रोलियम कॉरपोरेशन लिमिटेड, गांधीनगर द्वारा पाइपलाइन बिछाई जानी चाहिए ;

और उक्त पाइपलाइन बिछाने के प्रयोजन के लिए, इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित भूमि में उपयोग के अधिकार का अर्जन करना आवश्यक है;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उसमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन जारी राजपत्र में, यथाप्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दिये जाने की तारीख से इक्कीस दिन के भीतर, भूमि में पाइपलाइन बिछाने के संबंध में सक्षम प्राधिकारी, गुजरात स्टेट पेट्रोलियम कॉरपोरेशन लिमिटेड, ब्लॉक सं. 15, दूसरी मंजिल, उद्योग भवन, सैक्टर सं. 11, गाँधीनगर-382011 गुजरात को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

जिल्हा : सूरत				राज्य : गुजरात		
तालुका का नाम	गाँव का नाम	सर्वेक्षण स. / खण्ड स.	उप-खण्ड सं.	क्षेत्रफल		
				हेक्टर	आर	सेन्टीआर
1	2	3		4	5	6
चौरासि	मोरा	150 *		00	24	90
		151 *	3	00	01	70
		158 *		00	01	50
		163 *		00	11	90
		171 *		00	05	30
		170 *	1	00	06	50
		169 *		00	07	50
		168		00	07	50
चौरासि	भटलाई	92		00	21	75

* अतिरिक्त क्षेत्रफल पिछली अधिसूचना का. आ. 2945 तारीख 14/10/1999 में शामिल नहीं था।

[का. सं. एल. 14014/4/99-जी.पी. (भाग-IV)]

स्वामी सिंह, निदेशक

New Delhi, the 26th June, 2002

S. O. 2131.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of natural gas in the State of Gujarat from village Hazira to village Mora, taluka Chaurasi in District Surat, a pipeline should be laid by the Gujarat State Petroleum Corporation Limited, Gandhinagar;

And whereas for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land described in the Schedule annexed to this notification;

Now, therefore, in exercise of powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty- one days from the date on which the copies of the notification issued under sub-section (1) of section 3 of the said Act, as published in the Gazette of India, are made available to the general public, object in writing to the laying of the pipeline under the land to Shri N.H.NANAVATI, competent authority, Gujarat State Petroleum Corporation Limited, Block No.15, 2nd floor, Udyog Bhavan, Section No.11, Gandhinagar –382 011, Gujarat.

Schedule

District : Surat				State : Gujarat		
Name of Taluka	Name of Village	Survey/Block No.	Sub-Division No.	Area		
				Hec	Are	Centiare
1	2	3		4	5	6
Chourasi		150 *	3	00	24	90
		151 *		00	01	70
		158 *		00	01	50
		163 *		00	11	90
		171 *	1	00	05	30
		170 *		00	06	50
		169 *		00	07	50
		168		00	07	50
Chourasi	Bhatlai	92		00	21	75

*Additional area not covered in the earlier Notification vide S.O. 2945 dated 14/10/1999.

[No. L. 14014/4/99-G.P. (Part-IV)]
SWAMI SINGH, Director

नई दिल्ली, 26 जून, 2002

का. आ. 2132.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में गाँव अल्दर तालुका भरुच जिला भरुच से गाँव ओछन तालुका आमोद जिला भरुच तक प्राकृतिक गैस के परिवहन के लिए गुजरात स्टेट पेट्रोलियम कॉरपोरेशन लिमिटेड गांधीनगर द्वारा पाइपलाइन बिछाई जानी चाहिए ;

और उक्त पाइपलाइन बिछाने के प्रयोजन के लिए इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित भूमि में उपयोग के अधिकार का अर्जन करना आवश्यक है;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन जारी राजपत्र में, यथा प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दिये जाने की तारीख से इक्कीस दिन के भीतर, भूमि में पाइपलाइन बिछाने के संबंध में सक्षम प्राधिकारी, गुजरात स्टेट पेट्रोलियम कॉरपोरेशन लिमिटेड, ब्लॉक सं. 15, दूसरी मंजिल, उद्योग भवन, सैक्टर सं. 11 गाँधीनगर-382011 गुजरात को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

जिला : भरुच

राज्य : गुजरात

तालुका का नाम	गाँव का नाम	सर्वेक्षण स. / खण्ड स.	उप-खण्ड सं	क्षेत्रफल		
				हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6	7
भरुच	टंकारिया	1450 *		00	03	35
		1501 *		00	00	80
		1546 *		00	02	03
		1555 *		00	00	75
		1556		00	00	40
		1557 *		00	01	17
		1570 *		00	03	76
		1196 *		00	02	92
		1112		00	01	50
		1115 *		00	04	83

1	2	3	4	5	6	7
भरुच	टीकरिया	1028 *		00	04	30
		999 *		00	00	98
		79 *		00	12	55
		80		00	16	65
		82 *		00	05	11
		96 *		00	15	32
		122 *		00	09	66
		123 *		00	00	88
		124 *		00	01	47
		131 *		00	01	21
		148 *		00	03	80
		146 *		00	04	54
		205 *		00	01	60
आमोद	ओच्छन	594 *		00	00	50
		595 *		00	10	13
		599 *		00	03	82
		409 *		00	02	63
		405 *		00	01	17
		399 *		00	03	21
		400 *		00	00	75
		371 *		00	04	81
		347 *		00	01	48
		41 *		00	02	45
		40 *		00	03	03
		622 *		00	02	00
		578 *		00	01	55

* अतिरिक्त क्षेत्रफल पिछली अधिसूचना का. आ. 944, तारीख 21/5/2002 में शामिल नहीं था।

[फा. सं. एल. 14014/4/99-जी.पी. (भाग-IV)]

स्वामी सिंह, निदेशक

New Delhi, the 26th June, 2002

S. O. 2132.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of natural gas in the State of Gujarat from village Aldar, Taluka Bharuch, District Bharuch to Village Ochchan, Taluka Amod, District Bharuch, a pipeline should be laid by the Gujarat State Petroleum Corporation Limited, Gandhinagar;

And whereas for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Lands) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty- one days from the date on which the copies of the notification issued under sub-section (1) of section 3 of the said Act, as published in the Gazette of India, are made available to the general public, object in writing to the laying of the pipeline under the land to Shri N.H.NANAVATI, competent authority, Gujarat State Petroleum Corporation Limited, Block No.15, 2nd floor, Udyog Bhavan, Section No.11, Gandhinagar -382 011, Gujarat.

Schedule

District : Bharuch

State : Gujarat

Name of Taluka	Name of Village	Survey / Block No.	Sub-Division No.	Area		
				Hect	Are	Centiare
1	2	3	4	5	6	7
Bharuch	Tankariya	1450 *		00	03	35
		1501 *		00	00	80
		1546 *		00	02	03
		1555 *		00	00	75
		1556		00	00	40
		1557 *		00	01	17
		1570 *		00	03	76
		1196 *		00	02	92
		1112		00	01	50
		1115 *		00	04	83

1	2	3	4	5	6	7
Bharuch	Thlkariya	1028 *		00	04	30
		999 *		00	00	98
		79 *		00	12	55
		80		00	16	65
		82 *		00	05	11
		96 *		00	15	32
		122 *		00	09	66
		123 *		00	00	88
		124 *		00	01	47
		131 *		00	01	21
		148 *		00	03	80
		146 *		00	04	54
		205 *		00	01	60
Amod	Ochchhan	594 *		00	00	50
		595 *		00	10	13
		599 *		00	03	82
		409 *		00	02	63
		405 *		00	01	17
		399 *		00	03	21
		400 *		00	00	75
		371 *		00	04	81
		347 *		00	01	48
		41 *		00	02	45
		40 *		00	03	03
		622 *		00	02	00
		578 *		00	01	55

* Additional Area not covered in the earlier notification vide S.O. 944 dtd. 21/5/2000

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

नई दिल्ली, 4 अप्रैल, 2002

का.आ. 2133.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा करता रहेगा;

अतः, अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, पी.के.एल-300 श्रृंखला की स्वचालित द्रवित भराई मशीन के मॉडल का, जिसके ब्रांड का नाम "पैकरा" है (जिसे इसमें इसके पश्चात् मॉडल कहा गया है) और जिसका विनिर्माण मैसर्स पैकरा 44/1 एन डी ए रोड बार जे मालबाडी, पुणे-411029 द्वारा किया गया है और जिसे अनुमोदन चिह्न आई एन डी/09/99/120 समनुदेशित किया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है;

यह मॉडल (आकृति देखें) पूर्व नियत परिणाम सहित स्वचालित द्रवित भराई मशीन का है। इसकी अधिकतम क्षमता 200 लिटर और न्यूनतम क्षमता .5 लिटर है। यह मशीन द्रवित वस्तुएं जैसे तेल, दूध, घी, क्रीम आदि की भराई के लिए है। इसकी पैकिंग क्षमता की रेंज 250 से 5000 पैकेट प्रति घंटा है। उपकरण 230 वोल्ट और 50 हर्ट्ज आवृत्ति की प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है;



इसके अतिरिक्त केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि मॉडल के इस अनुमोदन प्रमाणपत्र के अन्तर्गत, ऐसे समरूप मेक के तोलन उपकरण भी होंगे, जिनका विनिर्माण उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन और उसी सामग्री से किया जाता है जिससे अनुमोदित मॉडल का विनिर्माण किया गया है और जिन भराई आधानों/पाउचों में मशीनों की द्रव्य भरण क्षमता 200 मि. लि. से 1000 मि. लि. का अनुमोदन किया गया हो।

[फा. सं. डब्ल्यू. एम. 21(83)/95]

पी. ए. कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION
(Department of Consumer Affairs)

New Delhi, the 4th April, 2002

S.O. 2133—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions ;

Now, therefore, in exercise of the powers conferred by Sub-section (7) of Section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of the automatic liquid filling machine of PKL-300 series with brand name "Packera" (herein referred to as the Model) manufactured by M/s packera, 44/1, N.D.A. Road, Warje Malwadi, Pune-411029, and which is assigned the approval mark IND/09/99/120;

The said Model (the figure given below) is automatic liquid filling machine with pre-set quantity. The maximum capacity is 200 litre and minimum capacity is 0.5 litre. The machine is meant for filling liquids like oil, milk, ghee, cream etc. The packing capacity is in the range of 250 to 5000 packs/hour. The instrument operates on 230 volts, 50 Hertz alternate current power supply :



Further, in exercise of the powers conferred by Sub-section (12) of the Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instruments of similar make, filling machines consisting of the following capacities of liquid to be filled in containers/pouches may be approved : 200ml to 1000 ml. manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved Model has been manufactured.

[F. No. WM-21(83)/95]

P. A. KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 4 अप्रैल, 2002

का.आ. 2134.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा करता रहेगा;

अतः, अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स जागृति स्केल भगवती कृपा, निकट रेलवे क्रॉसिंग जेसर रोड, सावर कुण्डला-364515 (जि. अमरेली) गुजरात द्वारा विनिर्मित काउन्टर मशीन के मॉडल का, जिसके ब्रांड का नाम "जागृति स्केल" है (जिसे इसमें इसके पश्चात् मॉडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/2001/168 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

उक्त मॉडल (आकृति देखें) एक काउन्टर मशीन है। इसकी अधिकतम क्षमता 10 कि.ग्रा. है।



और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि मॉडल के इस अनुमोदन प्रमाणपत्र के अंतर्गत, उसी शृंखला के उसी मेक, यथार्थता और कार्यपालन वाले ऐसे तोलन उपकरण भी होंगे जिनकी अधिकतम क्षमता 50 कि.ग्रा. तक है और जिनका विनिर्माण उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन और उसी सामग्री से किया जाता है जिससे अनुमोदित मॉडल का विनिर्माण किया गया है।

[फा. सं. डब्ल्यू. एम. 21(126)/2001]

पी. ए. कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 4th April, 2002

S.O. 2134.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions ;

Now, therefore, in exercise of the powers conferred by Sub-section (7) of Section 36 of the said Act, the Central Government hereby publishes the Certificate of approval of the model of counter machine with brand name “JAGRUTI SCALE” (herein referred to as the Model), manufactured by M/s. Jagruti Scale, Bhagwati Krupa, Near Railway Crossing Jesar Road, Savarkundla-364515 (Dist. Amreli) Gujarat and which is assigned the approval mark IND/09/2001/168;

The said Model is a counter machine. The maximum capacity is 10 kg.



Further, in exercise of the powers conferred by Sub-section (12) of the Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50kg manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which the approved Model has been manufactured.

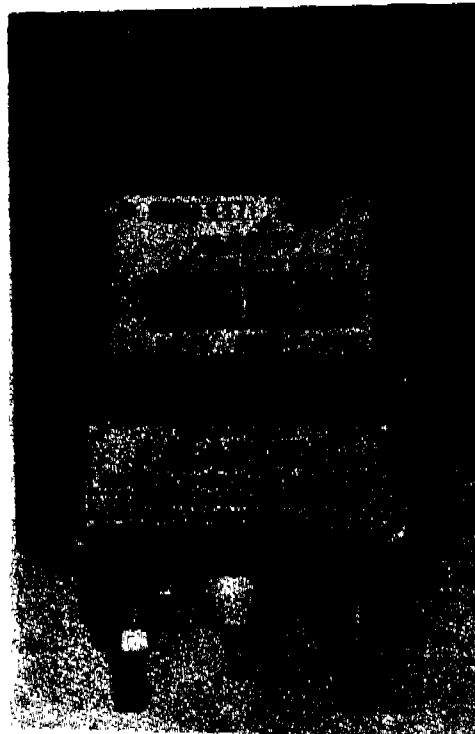
[F. No. WM-21(126)/2001]

P. A. KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 8 अप्रैल, 2002

का.आ. 2135.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त माडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा करता रहेगा;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स मारुति मीटर मैन्युफ, कम्पनी, 6, चिन्तामणी इंडस्ट्रियल इस्टेट, राम टेकड़ी, हडपसर, पुणे-411001 द्वारा विनिर्मित टैक्सी मीटर (यांत्रिक) के माडल का, जिसके ब्रांड का नाम "मारुति" है (जिसे इसमें इसके पश्चात् माडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/2001/212 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।



उक्त माडल यांत्रिक टैक्सी मीटर है जिसमें दूरी और समय मापन युक्ति लगी हुई है। यह यात्री द्वारा संदेय प्रभार का निरंतर योग करता रहता है और यात्रा के किसी क्षण पर किराया उपदर्शित करता है। संदेय किराया की गई यात्रा की दूरी और किसी निश्चित गति से नीचे लगे समय का गुणन है।

[फा. सं. डब्ल्यू. एम. 21(5)/2001]

पी. ए. कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 8th April, 2002

S.O. 2135.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions ;

Now, therefore, in exercise of the powers conferred by Sub-section (7) of Section 36 of the said Act, the Central Government hereby publishes the Certificate of approval of the Model of the taxi meter (mechanical) with brand name "Maruti" (herein referred to as Model) manufactured by M/s. Maruti Meter Mfg. Company, 6, Chintamani Industrial Estate Ramtekdi, Hadapsar, Pune-411001, and which is assigned the approval mark IND/09/2001/212;



The Model (see the figure) is mechanical taxi meter incorporated with a distance and time measuring the device. It totalize continuously, indicates the fare at any moment of the journey, charges payable by passenger. The fare to pay is function of the distance travelled and length of time occupied below a certain speed.

[F. No. WM-21(5)/2001]

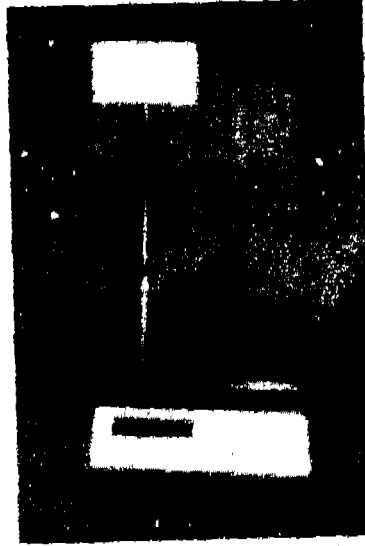
P. A. KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 8 अप्रैल, 2002

का.आ. 2136.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त माडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा करता रहेगा;

अतः, अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स फिल ब्रिक कंट्रोल इंडिया, 8/बी, सतधर इस्टेट-1, निखोल रोड, एन एच 8, निकट थक्कांगा सड़क पार, अहमदाबाद-382352 द्वारा विनिर्मित उच्च यथार्थता वर्ग (यथार्थता वर्ग 2) वाले फिल श्रृंखला के स्वतः सूचक, अस्वचालित, अंकक सूचन सहित तोलन उपकरण (टेबल टाप प्रकार) के माडल का, जिसके ब्रांड का नाम "फिल ब्रिक" है (जिसे इसमें इसके पश्चात् माडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/2001/249 समनुदेशित किया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

उक्त माडल (आकृति देखें) अस्वचालित तोलन उपकरण है जिसकी अधिकतम क्षमता 22 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 चोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय प कार्य करता है।



और, केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि माडल के इस अनुमोदन प्रमाणपत्र के अंतर्गत, उसी श्रृंखला के उसी मेक, यथार्थता और कार्यपालन वाले ऐसे तोलन उपकरण भी होंगे जिनकी अधिकतम क्षमता 50 कि.ग्रा. तक है और जिनका विनिर्माण उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन और उसी सामग्री से किया जाता है जिससे अनुमोदित माडल का विनिर्माण किया गया है, और जिनके सत्यापन मापमान अन्तराल (एन) की संख्या 1 मि.ग्रा. से 50 मि.ग्रा. के "ई" (मान के लिए 100 से 50,000 की रैंज में है और जिनके सत्यापन माप मान अन्तराल) एन की संख्या 100 मि.ग्रा. या अधिक के "ई" मान के लिए 5000 से 50,000 की रैंज में है तथा जिनका "ई" मान 1×10 के, 2×10 के, 5×10 के है जिसमें के धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य है।

[फा. सं. डब्ल्यू. एम. 21(132)/2000]

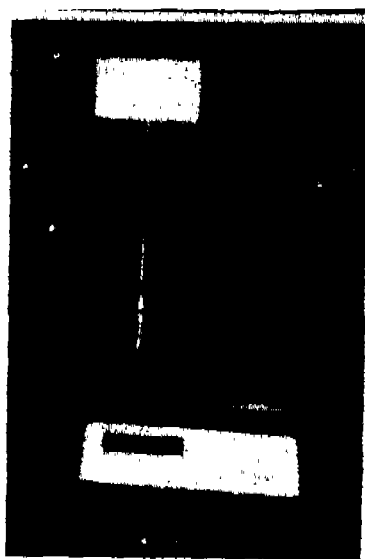
पी. ए. कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 8th April, 2002

S.O. 2136.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions ;

Now, therefore, in exercise of the powers conferred by Sub-section (7) of Section 36 of the said Act, the Central Government hereby publishes the Certificate of approval of the Model of the self-indicating, non-automatic, ((Table top type) weighing instrument with digital indication of "PHIL" series of high accuracy (accuracy class II) and with brand name "PHILBRICK" (herein referred to as the Model), manufactured by M/s. Philbrick Control India, 8/B, Satadhar Estate-I, Nikhol Road, N.H. 8 near Thakkanga Cross Road, Ahmedabad-382 352 and which is assigned the approval mark IND/09/2001/249;

The said Model (see the figure) is a weighing instrument with a maximum capacity of 22 kg and minimum capacity of 100 g. The verification scale interval value (e) is 2g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode display indicates the weighing result. The instrument operates on 230 volts and 50-Hertz alternate current power supply;



Further, in exercise of the powers conferred by sub-section (12) of the said section, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instrument of similar make accuracy and performance of same series with maximum capacity upto 50kg and with number of verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1mg to 50 mg and with number of verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100 mg or more and with 'e' value 1×10^k , 2×10^k , 5×10^k , being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which the approved Model has been manufactured.

[F. No. WM-21(132)/2000]

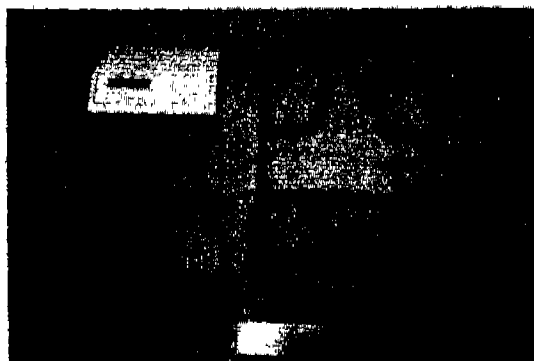
P. A. KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 8 अप्रैल, 2002

का.आ. 2137.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) ब्राइट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त माडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स फिल ब्रिक कंट्रोल इंडिया, 8/बी, सतधर इस्टेट-1, मिखोल रोड, एन एच 8, निकट थक्कांगा सड़क पार, अहमदाबाद-382352 द्वारा विनिर्मित मध्यम यथार्थता वर्ग (यथार्थता वर्ग 3) वाले फिल श्रृंखला के स्वतः सूचक, अस्वचालित, अंकक सूचन सहित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम "फिल ब्रिक" है (जिसे इसमें इसके पश्चात् माडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2001/250 समनुदेशित किया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

उक्त माडल (आकृति देखें) अस्वचालित तोलन उपकरण है जिसकी अधिकतम क्षमता 100 कि.ग्रा. और न्यूनतम क्षमता 200 ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 10 ग्रा. है। इसमें एक आद्येतुलन युक्ति है जिसका शत प्रतिशत व्यवकलानात्मक धारित प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



और, केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि माडल के इस अनुमोदन प्रमाणपत्र के अंतर्गत, उसी श्रृंखला के उसी मेक, यथार्थता और कार्यपालन वाले ऐसे तोलन उपकरण भी होंगे जिनकी अधिकतम क्षमता 5 टन तक है और जिनका विनिर्माण उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन और उसी सामग्री से किया जाता है जिससे अनुमोदित माडल का विनिर्माण किया गया है, और जिनके सत्यापन मापमान अन्तराल (एन) की संख्या 5 ग्राम या अधिक के "ई" मान के लिए 500 से 10,000 की रेंज में है तथा जिनका "ई" मान $1 \times 10^*$ के, $2 \times 10^*$ के, $5 \times 10^*$ के है जिसमें के धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य है।

[फा. सं. डब्ल्यू. एम. 21(132)/2000]

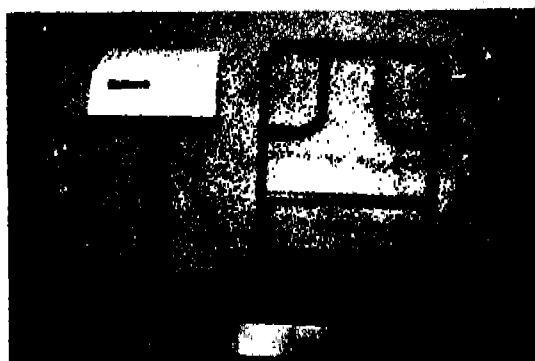
पी. ए. कृष्णमूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 8th April, 2002

S.O. 2137.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-section (7) of Section 36 of the said Act, the Central Government hereby publishes the Certificate of approval of the Model of the self-indicating, non-automatic, (Platform type) weighing instrument with digital indication of "PHIL" series of medium accuracy (accuracy class III) and with brand name "PHILBRICK" (herein referred to as the Model), manufactured by M/s. Philbrick Control India, 8/B, Satadhar Estate-I, Nikhol Road, N.H. 8 Near Thakkanga Cross Road, Ahmedabad-382352 and which is assigned the approval mark IND/09/2001/250;

The said Model (see the figure) is a weighing instrument with a maximum capacity of 100kg and minimum capacity of 200g. The verification scale interval value (e) is 10g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode display indicates the weighing result. The instrument operates on 230 volts and 50-Hertz alternate current power supply;



Further, in exercise of the power conferred by Sub-section (12) of the said Section, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instrument of similar make accuracy and performance of same series with maximum capacity upto 5 tonne and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value 1×10^k , 2×10^k , 5×10^k , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which the approved Model has been manufactured.

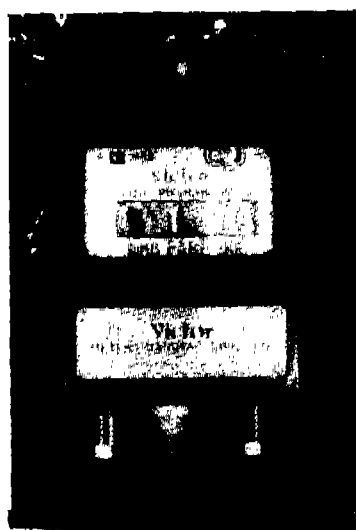
[F. No. WM-21(132)/2000]

P. A. KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 8 अप्रैल, 2002

का.आ. 2138. — केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधियों में भी उक्त माडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा करता रहेगा;

अतः, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स विक्टर मीटर, मैनुफ कम्पनी, 236, शोलापुर बाजार, पुणे-411001 द्वारा विनिर्मित "विक्टर" शृंखला के मीटर (यांत्रिक) के माडल का, जिसके ब्रांड का नाम "विक्टर" है (जिसे इसमें इसके पश्चात् माडल कहा गया है) और जिसे अनुमोदन विह्व आई एन डी/09/2001/269 समनुदेशित किया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।



यह माडल (आकृति देखें) यांत्रिक टैक्सी मीटर है जिसमें दूरी और समय मापन युक्ति लगी हुई है। यह यात्री द्वारा संदेय प्रभार का निरंतर योग करता है और यात्रा के किसी क्षण पर किराया उपदर्शित करता है। संदेय किराया की गई यात्रा की दूरी और किसी निश्चित गति से नीचे लगे समय का गुणन है।

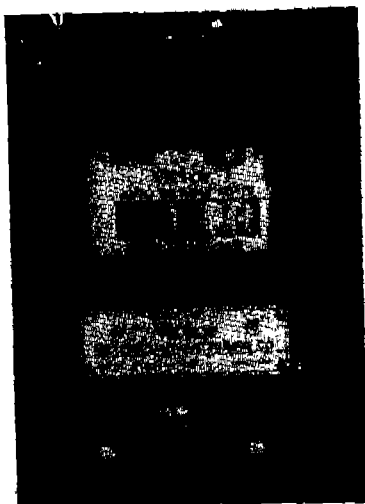
[फा. सं. डब्ल्यू. एम. 21(190)/2000]

पी. ए. कृष्णमूर्ति, निदेशक, विधिक माप विभाग

New Delhi, the 8th April, 2002

S.O. 2138.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions ;

Now, therefore, in exercise of the powers conferred by Sub-section (7) of Section 36 of the said Act, the Central Government hereby publishes the Certificate of approval of the Model of the taxi meter (mechanical) of 'Victor' series with brand name "VICTOR" (herein referred to as Model) manufactured by M/s. Victor Meter Mfg. Company, 236, Sholapur Bazar, Pune-411001 and which is assigned the approval mark IND/09/2001/269;



The Model (see the figure) is Mechanical taxi meter incorporated with a distance and time measuring device. It totalize continuously and indicates the fare at any moment of the journey, charges payable by passenger. The fare to pay is a function of the distance travelled and length of time occupied below a certain speed.

[F. No. WM-21(190)/2000]

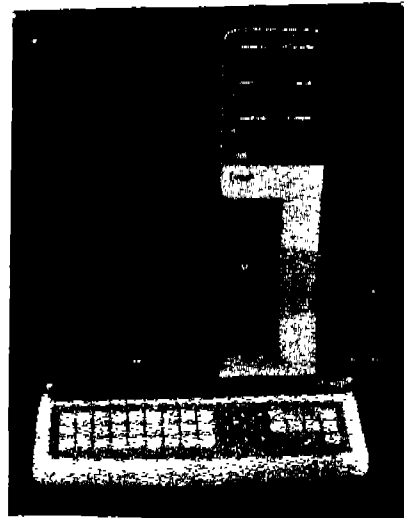
P. A. KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 26 अप्रैल, 2002

का.आ. 2139.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त माडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स इस्से इलेक्ट्रॉनिक्स प्राइवेट लिमिटेड, 377/22, 6 वां फ़ास, विल्सन गार्डन, बंगलौर-560027 द्वारा विनिर्मित मध्यम यथार्थता वर्ग (यथार्थता वर्ग 3) वाले "ई एस-20 पी" शृंखला के अस्वचालित, अंकक सूचन सहित तोलन उपकरण (टेबल टॉप प्रकार) के माडल का, जिसके ब्रांड का नाम "इस्से" है (जिसे इसमें इसके पश्चात् माडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/2001/220 समनुदेशित किया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

उक्त माडल (आकृति देखें) अस्वचालित तोलन उपकरण है जिसकी अधिकतम क्षमता 15 कि.ग्रा. और न्यूनतम क्षमता 40 ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवस्थानात्मक धारित प्रभाव है। भारग्राही आयताकार सेक्सन का है, जिसकी भुजाएं 280 × 340 मि. मी. हैं। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



और, केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि माडल के इस अनुमोदन प्रमाणपत्र के अंतर्गत, उसी शृंखला के उसी मेक, यथार्थता और कार्यपालन वाले ऐसे तोलन उपकरण भी होंगे जिनकी अधिकतम क्षमता 50 कि. ग्रा. तक है और जिनका विनिर्माण उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन और उसी सामग्री से किया जाता है जिसे अनुमोदित माडल का विनिर्माण किया गया है, और जिनके सत्यापन मापमान अन्तराल (एन) की संख्या 100 मि. ग्रा. से 2 ग्रा. के " " 5 लिए 100 से 10,000 की रेंज में है और जिसके सत्यापन मापमान अन्तराल (एन) की संख्या 5 ग्राम या अधिक के "ई" मान के लिए 500 2.0 की रेंज में है तथा जिनका "ई" मान 1 × 10के, 2 × 10के, 5 × 10के है जिसमें के धनात्मक या ऋणात्मक पूर्णांक या शून्य के सम्मिल्य है।

[फा. सं. डब्ल्यू. एम. 21(97)/2001]

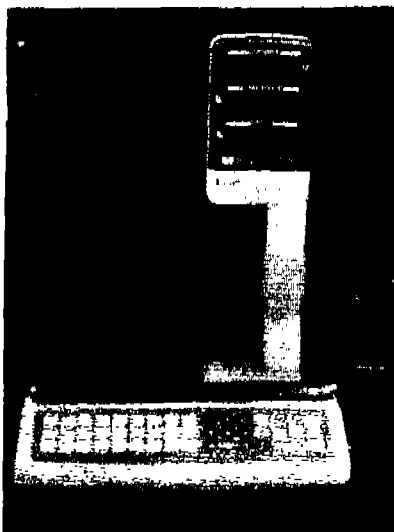
पी. ए. कृष्णामूर्ति, निदेशक, विधिक. माप विज्ञान

New Delhi, the 26th April, 2002

S.O. 2139.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions ;

Now, therefore, in exercise of the powers conferred by Sub-section (7) of Section 36 of the said Act, the Central Government hereby publishes the Certificate of approval of the Model of the non-automatic weighing Instrument (Table Top type) belonging to Medium Accuracy (Accuracy class III) with digital display of 'ES-20P' series with brand name "ESSAE" (herein referred to as the Model) manufactured by M/s. Essae Electronics Pvt. Limited, 377/22, 6th Cross, Wilson Garden, Bangalore-560027, and which is assigned the approval mark IND/09/2001/220;

The said Model (see the figure) is a load cell based non-automatic weighing instrument. The maximum capacity is 15kg. and minimum capacity of 40g. The value of verification scale interval (e) is 2g. It has a tare device with a 100 per cent subtractive retained tare effect. The load receptor is of rectangular section of side 280 × 340 milimetre. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 volts, 50 Hertz alternate current power supply;



Further, in exercise of the power conferred by Sub-section (12) of the said Section, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity upto 50 kg. with number of verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100mg to 2g and with number of verification scale interval (n) in the range 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10k, 2×10k, 5×10k, being a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which the approved Model has been manufactured.

[F. No. WM-21(97)/2001]

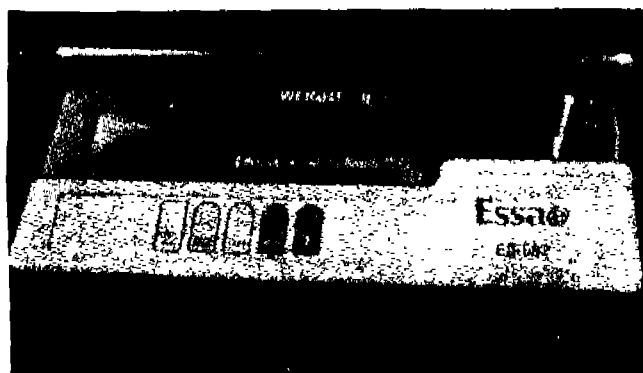
P. A. KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 26 अप्रैल, 2002

का.आ. 2140.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त माडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स इस्से इलेक्ट्रॉनिक्स प्राइवेट लिमिटेड, 377/22, 6वां क्रॉस, विल्सन गार्डन, बंगलौर-560027 द्वारा विनिर्मित उच्च यथार्थता वर्ग (यथार्थता वर्ग 2) वाले "ई एस-582" श्रृंखला के अस्वचालित, तोलन उपकरण (टेबल टाप प्रकार) के माडल का, जिसके ब्रांड का नाम "इस्से" है (जिसे इसमें इसके पश्चात् माडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/2001/219 समनुदेशित किया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

उक्त माडल (आकृति देखें) एक अस्वचालित तोलन उपकरण (टेबल टाप प्रकार) है। इसकी अधिकतम क्षमता 6,000 ग्रा. और न्यूनतम क्षमता 2 ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 0.1 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



और, केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि माडल के इस अनुमोदन प्रमाणपत्र के अंतर्गत, उसी श्रृंखला के उसी मेक, यथार्थता और कार्यपालन वाले ऐसे तोलन उपकरण भी होंगे जिनकी अधिकतम क्षमता 50 कि. ग्रा. तक है और जिनका विनिर्माण उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन और उसी सामग्री से किया जाता है जिससे अनुमोदित माडल का विनिर्माण किया गया है, और जिनके सत्यापन मापमान अन्तराल (एन) की संख्या 1 मि. ग्रा. से 50 मि. ग्रा. के "ई" मान के लिए 100 से 50,000 की रैंज में है और जिसके सत्यापन मापमान अन्तराल (एन) की अधिकतम संख्या 100 मि. ग्राम या अधिक के "ई" मान के लिए 5,000 से 50,000 की रैंज में है तथा जिनका "ई" मान 1×10 के, 2×10 के, 5×10 के है जिसमें के धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य है।

[फा. सं. डब्ल्यू. एम. 21(97)/2001]

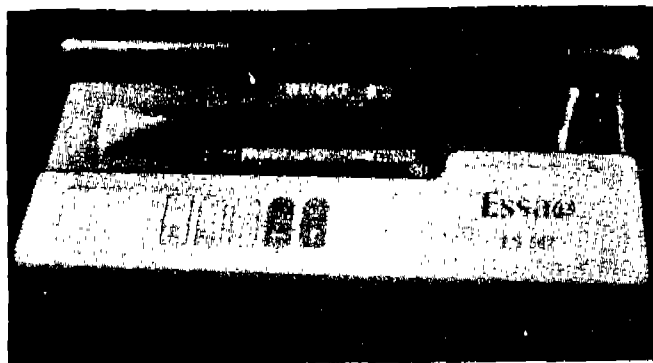
पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान.

New Delhi, the 26th April, 2002

S.O. 2140.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-section (7) of Section 36 of the said Act, the Central Government hereby publishes the Certificate of approval of the Model of the non-automatic weighing Instrument (Table Top type) belonging to Medium Accuracy (Accuracy class II) of 'ES-20P' series with brand name "ESSAE" (herein referred to as the Model) manufactured by M/s. Essae Electronics Pvt. Limited, 377/22, 6th Cross, Wilson Garden, Bangalore-560027, and which is assigned the approval mark IND/09/2001/219;

The said Model (see the figure) is a load cell based non-automatic weighing instrument (Table top type). The maximum capacity is 6,000g. and minimum capacity of 2g. The value of verification scale interval (e) is 0.1g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 volts, 50 Hertz alternate current power supply;



Further, in exercise of the power conferred by sub-section (12) of the said section, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity upto 50 kg. with number of verification scale interval (n) in the range 100 to 50,000 for 'e' value 1mg to 50mg and with number of verification scale interval (n) in the range 5,000 to 50,000 for 'e' value of 100g or more and with 'e' value of $1 \times 10k$, $2 \times 10k$, $5 \times 10k$, being a positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which the approved Model has been manufactured.

[F. No. WM-21(97)/2001]


P. A. KRISHNAMOORTHY, Director, Legal Metrology

(भारतीय मानक ब्यूरो)

नई दिल्ली, 13 जून, 2002

का. आ. 2141.—भारतीय मानक ब्यूरो नियम 1987 के नियम 9 के उपनियम (1) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए भारतीय मानकों सम्बन्धी मानक मुहर के डिजाइन निर्धारित कर दिए गए हैं :—

अनुसूची

क्रम संख्या	मानक मुहर का डिजाइन	उत्पाद/उत्पाद की श्रेणी	भारतीय मानक की संख्या और वर्ष	लागू होने की तिथि
(1)	(2)	(3)	(4)	(5)
1	IS 5504 	सर्पिल वेल्डित पाइप	आईएस 5504:1997	2001-09-06

[सं. के. प्र. वि./13:9]


हरचरण सिंह, अपर महानिदेशक

(Bureau of Indian Standards)

New Delhi, the 13th June, 2002

S. O. 2141.—In pursuance of sub-rule (1) of Rule 9 of the Bureau of Indian Standards Rule 1987, the Bureau of Indian Standards, hereby notified the Standard Marks for the Indian Standards given in the schedule :

SCHEDULE

Sl No.	Design of the Standards Mark	Product/Class of product	No. & year of the Indian Standards	Effective Date
(1)	(2)	(3)	(4)	(5)
1	IS 5504 	Spiral welded pipes	IS 5504 : 1997	2001-09-06

[No. CMD/13 : 9]

HARCHARAN SINGH, Addl. Director General

(खाद्य और सार्वजनिक वितरण विभाग)

नई दिल्ली, 4 जून, 2002

का. आ. 2142.—केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय (खाद्य और सार्वजनिक वितरण विभाग) के प्रशासनिक नियंत्रणाधीन भारतीय खाद्य निगम के निम्नलिखित कार्यालयों, जिनके 80 प्रतिशत से अधिक कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है :—

- | | |
|--|---|
| 1. भारतीय खाद्य निगम,
जिला कार्यालय,
इलाहाबाद | 2. भारतीय खाद्य निगम,
जिला कार्यालय,
बांदा (उ. प्र.) |
| 3. भारतीय खाद्य निगम,
जिला कार्यालय,
श्रीनगर, (पौड़ी-गढ़वाल) | 4. भारतीय खाद्य निगम,
जिला कार्यालय,
गुड़गांव (हरियाणा) |

[फा. सं. ई-11011/1/2001-हिन्दी]

राजनी राजदान, संयुक्त सचिव

(Department of Food and Public Distribution)

New Delhi, the 4th June, 2002

S. O. 2142.—In pursuance of sub-rule (4) of Rule 10 of the Official Language (use for official purpose of the Union) Rules, 1976 the Central Government hereby notifies the following offices of Food Corporation of India under the administrative control of the Ministry of Consumer Affairs, Food & Public Distribution (Deptt. of Food & Public Distribution), where of more than 80% of staff have acquired the working knowledge of Hindi :

- | | |
|---|---|
| 1. Food Corporation of India,
Distt Office,
Allahabad | 2. Food Corporation of India,
Distt office,
Banda (UP) |
| 3. Food Corporation of India,
Distt Office,
Sri Nagar (Pouri Garhwal) | 4. Food Corporation of India,
Distt Office,
Gurgaon (Haryana) |

[F. No. E-11011/1/2001-Hindi]

RAJNI RAZDAN, Jt. Secy.

श्रम मंत्रालय

For the Management No. 2 : Sri V. J. Arulraj,
Advocate.

नई दिल्ली, 29 मई, 2002

का.आ. 2143.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयरपोर्ट आथॉरिटी ऑफ इंडिया के प्रबंधन के संबद्ध नियोक्तों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकार चैन्सरी के पंचाट (संदर्भ संख्या 14/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-05-2002 को प्राप्त हुआ था।

[सं. एल-11012/23/99-आई.आर. (विविध)]

बी. एम. डेविड, अवर सचिव

MINISTRY OF LABOUR

New Delhi, the 29th May, 2002

S.O. 2143.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 14/2001) of the Central Government Industrial Tribunal Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Airport Authority of India and their workman, which was received by the Central Government on 29-5-2002.

[No. L-11012/23/99-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, CHENNAI

Tuesday, the 14th May, 2002

PRESENT :

K. Karthikeyan, Presiding Officer.

Industrial Dispute No. 14/2000.

(Tamil Nadu State Industrial Tribunal I.D.
No. 8/2000)

(In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Ms. D. Vijayalakshmi and the Management of Airport Authority of India, (IAD).

BETWEEN

Ms. D. Vijayalakshmi : I Party/Workman.
AND

1. Airport Authority of India (IAD),
Chennai : I Party/Workmen
2. Tamil Nadu Military Ex-Servicemen
Corpn. : II Party/Management.

APPEARANCE:

For the Workman : Sri. N. Nanmaran, Advocate

For the Management No. 1 : M/s. Vijay
Narayana & R. Parthiban

Advocates.

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947), have referred the concerned industrial dispute for adjudication vide Order No. L-11012/23/99/IR (M) dated 12-1-2000.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai, where the same was taken on file as I.D. No. 8/2000. When the matter was pending enquiry in that Tribunal, Government of India, Ministry of Labour was pleased to order transfer of this case also from the file of Tamil Nadu State Industrial Tribunal to this Tribunal for adjudication. On receipt of records from that Tamil Nadu State Industrial Tribunal, this case has been taken on file as I.D. Nos. 14/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 8-1-2001 with their respective parties and to prosecute this case further. Accordingly, the learned counsel on either side along with their respective parties have appeared and filed their respective Claim Statement and Counter Statement.

When the matter came up before me for final hearing on 23-4-2002, upon perusing the Claim Statement, Counter Statement, the other material papers on record, after hearing the arguments advanced by the learned counsel for the Respondents, and this matter having stood over till this date for consideration, this Tribunal has passed the following :—

AWARD

The Industrial Dispute referred to in the above mentioned order of reference by the Central Govt. for adjudication by this Tribunal is as follows:—

“Whether the demand of the workman Ms. D. Vijayalakshmi for regularisation of her services by the management of Airport Authority of India is justified? If so, to what relief she is entitled?”

2. The averments in the Claim Statement filed by the I Party/Workmen Ms. D. Vijayalakshmi (hereinafter refers to as Petitioner) are briefly as follows:—

The Petitioner is the daughter of Sri. K. Dorairaj, who was the Ex-Serviceman. The 2nd Respondent is the Tamil Nadu Govt. Undertaking, established for the purpose of rehabilitating and re-settlement of Ex-Servicemen and their dependents by providing job opportunities to them. The Petitioner registered herself with the 2nd Respondent Corporation for employment as she is the daughter of an ex-serviceman. The 1st Respondent, Airport Authority of India Chennai, had entered into a contract with the 2nd Respondent Tamil Nadu Military Ex-Servicemen Corporation by which the 2nd Respondent was required to provide lady frisking security guards at the main gate of both the Domestic and International Airports of the 1st Respondent. Accordingly, the Petitioner and few others were sponsored by the 2nd Respondent for the con-

tract entered into by the 2nd Respondent with the 1st Respondent. Thus, the 1st Respondent is the principal employer of the Petitioner. The Petitioner's services were utilised by the 1st Respondent as lady frisking security. Ever since her employment in the year 1993, she served in the post for more than four years on main gate duty. The entire four years of her service is blemishless. The Petitioner is having relevant records like attendance register, identification card, police verification certificate and duty register to prove her four years service. While the Petitioner was in service, all of a sudden, without any proper intimation or showing any reason, the services of the Petitioner was terminated in the evening on 31-10-96 along with six other lady frisking securities. Three months prior to that termination, the 1st Respondent has taken the finger print of the Petitioner for giving permanent identification with an aim to make the services of the Petitioner permanent. When the Petitioner and other six ladies were on contract work, the Supreme Court has given a verdict to confirm the contract employees who were served in the concerns under the control of the State, Govt. and Central Govt. As per the said judgement dated 6-12-96 the contract labourers to be confirmed as permanent employees. The said judgement is directly applicable to the Petitioner and she should be confirmed in the service. The 1st Respondent for their illegal gain terminated one group inclusive of the Petitioner and making use of the order of the Supreme Court to give employment to the new comers, and the persons worked not less than the period of one year. On knowing these, the Petitioner sent various letters to the Airport Authority, Delhi, but she had received no reply. So the Petitioner had raised an industrial dispute before the Assistant Labour Commissioner (Central), Chennai. Since it ended in failure, on submission of failure of conciliation report by Assistant Labour Commissioner (Central), Chennai, the Govt. was pleased to refer this matter for adjudication by this Tribunal. Since the Petitioner has put in four years of service, she is eligible to have her services regularised. Out of the seven terminated employees, the services of six employees except the Petitioner have been regularised and it is an act of discrimination of the Respondent/Management. Hence, it is prayed that this Hon'ble Tribunal may be pleased to direct the Respondent/Management to reinstate the Petitioner into service of the Airport Authority of India and to pay all the back wages and service benefits to the Petitioner.

3. The averments in the Counter Statement of the 1st Respondent Airport Authority of India, Chennai, the II Party/Management are briefly as follows:—

The 1st Respondent Airport Authority of India, Chennai entered into a contract with the 2nd Respondent Tamil Nadu Military Ex-Servicemen's Corporation Ltd. for providing labour in the form of lady security frisking staff. The contract was being performed by virtue of an oral agreement between the parties. It was terminated as early as October, 1996. In view of the termination of the contract, the Petitioner does not have any independent right. There is a gross delay in raising the dispute and on that ground also the Claim Statement is liable to be dismissed. In a case relating to contract labour, there is no prohibition to engage contract labour in the absence of any Notification under section 10 of the Contract Labour (Regulation & Abolition) Act, 1970. In the instant

case, there is no such notification. If any, contract labourer raises a dispute, it can only be done by the Union and even in such a situation, the Labour Court or Tribunal can only refer to the matter to the appropriate Government to decide on the recommendations of the advisory committee, whether the work was perennial in nature and whether the circumstances of the case justify a notification being issued under section 10 of the said Act. In the absence of this Notification, the claim for regularisation has to be rejected, as it is well settled by the number of judgements. The Petitioner was employed as lady frisking personnel by the 2nd Respondent and the Ministry of Labour, Government of India, exempted the job of frisking of visitors and passengers from the categories in respect of which contract labour has been prohibited under the Notification dated 16-11-1999. There is no employee and employer relationship between the Petitioner and the 1st Respondent. Hence, this Court has no jurisdiction to entertain the dispute. At all times, the Petitioner was under the control of the Tamil Nadu Ex-Servicemen's Corporation Ltd. In the event of termination of service, the Petitioner can only raise a claim against the Tamil Nadu Ex-Servicemen's Corporation Ltd. The 1st Respondent never terminated the services of the Petitioner. The Petitioner was never employed under the 1st Respondent and hence, the question of termination of the services of the Petitioner does not arise. The Petitioner is an employee of Tamil Nadu Ex-Servicemen Corporation Ltd, which is a Government of Tamil Nadu Undertaking and therefore, it is open to her to take appropriate steps against the Corporation for redressal of her grievances. At no stage, the 1st Respondent made any promise of employment to the Petitioner. In view of the fact that no notification has been issued under section 10 of the Contract Labour Act, it is not open to the Petitioner to seek regularisation. There are no merits in the Claim Statement and the same is liable to be rejected. Hence, this Hon'ble Tribunal may be pleased to dismiss the claim of the Petitioner.

4. The 2nd Respondent has filed a Counter Statement. The averments in the Counter Statement are briefly as follows:—

The 2nd Respondent is a State Govt. Corporation established under Companies Act with an object of rehabilitating the ex-servicemen. Basically, the 2nd Respondent function as contract security agency and registered with Commissioner of Customs and Central Excise for this duty and functioning as per the guidelines/instructions issued by the Director General of Re-Settlement, Ministry of Defence, Government of India. The 2nd Respondent acts as an agent for providing ex-servicemen security to Central and State Govt. Undertakings/Departments and passes on the wages received. The management, where the security guards are working, is the principal employer. The 2nd Respondent is compensated by service charges of 18 per cent as fixed by the Director General of Re Settlement. As and when any Govt./Govt. Undertaking or other establishments requires ex-servicemen, the 2nd Respondent sponsor ex-servicemen and their dependents name according to the requirements and qualifications sought by the said organisation. Before deploying any person to various organisations, an agreement is entered into between the 2nd Respondent and that organisation. As per the agreement, personnel like the Petitioner was sponsored like security

guards purely on temporary and contract basis on an yearly basis. The agreement is renewable from time to time. For the services rendered by the 2nd Respondent, the agreed amount as service charges used to be paid by the principal employer. The personnel like the Petitioner being sent to the 1st Respondent are informed before hand that the arrangements are purely temporary in nature, that too on a contract basis. The 1st Respondent during October, 1996 had terminated the agreement to the 2nd Respondent and consequently, the Petitioner was denied employment by the 1st Respondent. The 2nd Respondent is only a contract security agency and not an industry and hence, the 2nd Respondent is unable to give any relief to the Petitioner but, as and when any future requirements, from other organisations reach the 2nd Respondent, the Petitioner will be given priority in forwarding her name for security duties. The 2nd Respondent admits that the Petitioner's name was offered to the 1st Respondent for contract security duty as lady security guard and that required wage was paid through the 2nd Respondent, the contract security agency. The 2nd Respondent is not aware of any promise for permanence and regularisation of service as stated in the Claim Statement. The relief sought for by the Petitioner is only against the 1st Respondent, the principal employer. Hence, this Hon'ble Tribunal may be pleased to pass appropriate awards as deemed fit under the circumstances of the case.

5. When the matter was taken up for enquiry, except filing the xerox copy of the documents earlier, the Petitioner and her counsel were not present and there was no representation on the side of the I Party/Petitioner. The counsel for the II Party/Respondents 1 and 2 represented that they have no oral evidence and documentary evidence, and that their respective Counter Statements may be treated as their arguments. Hence, for deciding the referred industrial dispute on merits, with the available records and materials, the orders was reserved.

6. The Point for my consideration is—

"Whether the demand of the workman Ms. D. Vijayalakshmi for regularisation of her services by the management of Airport Authority of India is justified? If so, to what relief she is entitled?"

Point:—

The I Party/Workman Ms. D. Vijayalakshmi, the Petitioner herein has raised this industrial dispute against the II Party/Management, Airport Authority of India, Chennai, the 1st Respondent herein, demanding regularisation of her services by the Management of Airport Authority of India, Chennai in the order of reference, pertaining to this industrial dispute, the Ministry has mentioned that the industrial dispute exists between the employers the management of Airport Authority of India, Tamil Nadu Military Ex-Servicemen's Corporation and their workman Ms. D. Vijayalakshmi. The industrial dispute between the parties has been mentioned in the schedule as that of the demand made by the Petitioner against the Respondent/Management Airport Authority of India only. In the Claim Statement filed by this Petitioner on 27-2-2001 for the above referred industrial dispute, she has prayed for a relief by requesting this Tribunal to pass an Award to direct the Airport

Authority of India, Chennai, to reinstate the Petitioner into service and pay back all service benefits to her. So from the prayer of the Petitioner in the Claim Statement, it is seen that though she made a demand initially for regularisation of her service by the Management of Airport Authority of India, Chennai, now at the time of filing this Claim Statement she has asked for the relief of reinstatement in service by the Management of Airport Authority of India, Chennai. It is the admission of the Petitioner in the Claim Statement itself that she along with six other ladies were in contract work of doing the job of lady security frisking staff under the Airport Authority of India, Chennai Airport and that as per the judgement of the Supreme Court dated 6-12-96, her contract labourer status has to be confirmed as a permanent employee. But, she has not mentioned anything with regard to their appointment as lady security frisking staff under the management of Airport Authority of India, Chennai Airport through it was only in pursuance of the contract between the Airport Authority of India and Tamil Nadu Military Ex-Servicemen's Corporation. It is clearly mentioned in the Counter Statement of the 1st Respondent/Management of Airport Authority of India that they have entered into a contract with Tamil Nadu Ex-Servicemen's Corporation Ltd. for providing labour in the form of lady security frisking staff. The 2nd Respondent, the Tamil Nadu Ex-Servicemen's Corporation Ltd. in their Counter Statement has also stated that it acts as an agent for providing ex-servicemen security to Central and State Govt. Undertakings/Departments and passes on the wages received and the 2nd Respondent is compensated by service charges of 18 per cent as fixed by Director General of Re-Settlement, Ministry of Defence, Government of India. It is further alleged in that Counter Statement that as and when any Govt./Govt. Undertakings or other establishment requires ex-servicemen, they will sponsor the ex-servicemen and their dependants names according to the requirement and qualifications sought by the said organisation and that an agreement is entered into between the 2nd Respondent and the 1st Respondent to sponsor personnel like the Petitioner as security guards purely on a temporary and contract basis on an yearly basis and the 2nd Respondent used to inform the personnel like the Petitioner before hand that the arrangements are purely temporary in nature and that too on a contract basis and that the 1st Respondent during October, 1996 terminated the agreement and consequently, the Petitioner was denied employment by the 1st Respondent. All these arrangements made by the Respondents in their respective Counter Statements have not been denied or disputed by the Petitioner by way of filing any reply statement or by letting any oral or documentary evidence. The Petitioner has filed into Court a document dated 21-4-1997 as a certificate issued by the 2nd Respondent. In that certificate, it is stated that the Petitioner Ms. D. Vijayalakshmi was employed as a security guard on contract basis in Airport Authority of India through EXCO Ltd. the 2nd Respondent herein from the period August, 1993 to November, 1996. This document filed by the Petitioner for this case into Court, though remained as an unmarked document, it supports the contention of both the Respondents that the Petitioner has been sponsored by the 2nd Respondent as a contract labourer.

to do the work of lady security frisking staff under the 1st Respondent/Management, Airport Authority of India, Chennai Airport, in pursuance of an agreement between the 1st Respondent and the 2nd Respondent for sponsoring personnel like the Petitioner as security guard purely on temporary and yearly contract basis. The Petitioner has asked for reinstatement in service by the 1st Respondent, the management of Airport Authority of India, Chennai, stating that all of a sudden, her services were terminated in the evening of 31-10-96 without any proper intimation or showing any reason. She has not stated in her Claim Statement itself that she has been given appointment to the said post of lady security frisking staff by an order of appointment by the 1st Respondent and any order of termination of service has been issued to her. So, from the available materials, it is seen that the 2nd Respondent Tamil Nadu Military Ex-Servicemen's Corporation, Chennai, only had provided employment to the Petitioner by sponsoring her name as a contract labourer who served as a lady security frisking staff under the management of Airport Authority of India, Chennai Airport and that too in pursuance of a contract between the 1st and 2nd Respondent for providing such personnel for the security work in the Chennai Airport. It is not the plea of the Petitioner that such contract between the 1st and 2nd Respondent for providing contract labourers was a sham or nominal contract. The 2nd Respondent has also clearly stated in their Counter Statement that they get service charges of 18 per cent as fixed by the Director General of Re-Settlement and it is not disputed by the Petitioner.

7. It is the contention of the 1st Respondent that the Ministry of Labour, Government of India exempted the job of frisking of visitors and passengers from the categories in respect of which contract labour has been prohibited under the Notification dated 16-11-1999. A xerox copy of the said Notification in the Gazette of India filed into Court by the 1st Respondent. In that notification it is clear stated that it has been decided not to prohibit the employment of contract labour in the following works/jobs, provided that the wages (consisting of basic pay + dearness allowance) paid to the lowest category of regular employees in the respective establishment are paid to the contract labour and under the column Airport Authority of India, under serial number 4, the jobs of frisking of visitors and passengers have been mentioned as a job that has not been prohibited to employ contract labour. This has been notified subsequent to the judgment of the Supreme Court dated 6-12-96. Further, it is a fact that on 6-12-96 the Petitioner was not engaged as a contract labourer by the 1st Respondent Airport Authority of India and as per her own version in the Claim Statement that she was not further employed beyond 31-10-96 as the contract between the 1st and 2nd Respondent had been concluded on that day. So, under such circumstances, there is no question of termination of service of the Petitioner by the 1st Respondent/Management, Airport Authority of India, Chennai Airport. Consequently, the question of reinstatement of the Petitioner into the services of the 1st Respondent does not arise. In the Counter Statement of the 2nd Respondent itself, it is clearly stated that during October, 1996 the agreement between the 1st Respondent and the 2nd Res-

pondent had been terminated and consequently, the Petitioner was denied employment by the 1st Respondent and the 2nd Respondent, the Contract Security Agency, would give priority in forwarding the name of the Petitioner for security duty, as and when any future requirement from other organisations reach the 2nd Respondent. Further, the Supreme Court has decided in the STEEL AUTHORITY OF INDIA's case reported as 2001 Supreme Court Cases (LMS) 1121 that "the Notification dated 9-12-1976 of the Central Govt. has been quashed prospectively" and further held that "Section 10 of Contract Labour (Regulation & Abolition Act), 1970 does not imply the concept of automatic absorption of contract labour by the Principal employer on issuance of abolition Notification and hence, on issuance of a prohibition Notification under section 10(1) the principal employer cannot be required to absorb the contract labourer." Under the above mentioned judgement, the Hon'ble Supreme Court has over ruled the judgement of Supreme Court in AIR INDIA STATUTORY CORPORATION V/s UNITED LABOUR UNION Prospectively. It is further held in that judgement that "if the contract is found to be not genuine but a mere camouflage, the so called contract labour will have to be treated as employees of principal employer who shall be directed to regularise the services of the contract labourers in the establishment concerned subject to the conditions as may be specified by it." This decision of the Supreme Court is quite applicable to the facts of the present case, as it is rightly contended by the learned counsel for the 1st Respondent. Under such circumstances, it can be held that the demand of the workman Ms. D. Vijayalakshmi for regularisation of her services or for her reinstatement in service with all back wages and attendant benefits by the management of Airport Authority of India is not justified. Hence, she is not entitled for any relief. Thus, the point is answered accordingly.

8. In the result, an Award is passed holding that the 1st Party/Workman Ms. D. Vijayalakshmi is not entitled for any relief. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 14th May, 2002).

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined:—

On either side : None

Documents Marked:—

On either side : Nil.

नई दिल्ली, 29 मई, 2002

का.आ. 2144.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण, केन्द्रीय सरकार एयरपोर्ट आथॉरिटी ऑफ इंडिया के प्रबंधन के संबंध नियोज्जकों और उनके कर्मचारियों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नई के पंचाद (संदर्भ संख्या 225/01) को

प्रकाशित करती है, जो केन्द्रीय सरकार को 29/05/02 को प्राप्त हुआ था।

[सं. एन-11012/11/99-आई.आर. (विधि)]

बी. एम. डेविड, अवसर सचिव

New Delhi, the 29th May, 2002

S.O. 2144.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 225/2001) of the Central Government Industrial Tribunal, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Airport Authority of India and their workman, which was received by the Central Government on 29-5-2002.

[No. L-11012/11/99-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Wednesday, the 22nd May, 2002

PRESENT :

K. Karthikeyan, Presiding Officer.

Industrial Dispute No. 225/2001

(Tamil Nadu State Industrial Tribunal)

I.D. No. 237/99)

[In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Ms. S. Rukmani and the Management of Airport Authority of India, (IAD).]

BETWEEN

Ms. S. Rukmani.

I Party/Workman

AND

1. Airport Authority of India II Party/Management
(IAD), Chennai.

2. Tamil Nadu Military
Ex-Servicemen Corpn.

APPEARANCES :

For the Workman : M/s. CNG, Niraimathi,
Advocate.

For the Management No. 1 : Sri A. J. Jawad,
Advocate.

For the Management No. 2 : Sri V. J. Arulraj,
Advocate.

The Government of India, Ministry of Labour in exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) have

referred the concerned industrial dispute for adjudication vide Order No. L-11012/11/99/IR(M) dated 10-9-1999.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai, where the same was taken on file as I.D. No. 237/99. When the matter was pending enquiry in that Tribunal, Government of India, Ministry of Labour was pleased to order transfer of this case also from the file of Tamil Nadu State Industrial Tribunal to this Tribunal for adjudication. On receipt of records from that Tamil Nadu State Industrial Tribunal, this case has been taken on file as I.D. No. 225/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 8-2-2001 with their respective parties and to prosecute this case further. Accordingly, the learned counsel on either side along with their respective parties have appeared and filed their respective Claim Statement and Counter Statement.

When the matter came up before me for final hearing on 6-5-2002, upon perusing the Claim Statement, Counter Statement, the other material papers on record, after hearing the arguments advanced by the learned counsel on either side, and this matter having stood over till this date for consideration, this Tribunal has passed the following :—

AWARD

The Industrial Dispute referred to in the above mentioned order of reference by the Central Government for adjudication by this Tribunal is as follows :—

“Whether the demand of the workman Ms. S. Rukmani for regularisation of her services by the management of Airport Authority of India is justified? If so, to what relief she is entitled?”

2. The averments in the Claim Statement filed by the I Party/Workman Ms. S. Rukmani (hereinafter refers to as Petitioner) are briefly as follows :—

The Petitioner Ms. S. Rukmani registered herself with the 2nd Respondent Corporation which is a Tamil Nadu Government Undertaking established for the purpose of rehabilitating and re-settlement of Ex-Servicemen and their dependents by providing job opportunities to them. The Petitioner is the daughter of an ex-serviceman. The 1st Respondent, Airport Authority of India, Chennai, had entered into a contract with the 2nd Respondent Tamil Nadu Military Ex-Servicemen Corporation by which the 2nd Respondent was required to provide lady frisking security guards at the main gate of both the Domestic and International Airports of the 1st Respondent. Accordingly, the Petitioner and few others were sponsored by the 2nd Respondent for the contract entered into by the 2nd Respondent with the 1st Respondent. Thus, the 1st Respondent is the principal employer of the Petitioner. The Petitioner's services were utilised by the 1st Respondent as lady frisking security ever since her employment on 15-9-1992. She served in that post of lady frisking security guard at the main gate of both domestic and International Airport of the 1st Respondent. In the said manner, the Petitioner successfully completed four years of continuous service.

Though the contract between the 1st and 2nd Respondent was renewable year after year, the Petitioner was promised that she would be confirmed, with a permanent status, if she continues the work for more than five years. While the Petitioner was in service, all of a sudden, without any proper intimation or showing any reason, the services of the Petitioner was terminated in the evening on 31-10-96 along with six other lady frisking securities. She was informed so by Mr. Kumaravelu, the Assistant to the Manager of the 2nd Respondent Corporation to acknowledge that her services like other have been terminated with immediate effect, since the contract between the 1st and 2nd Respondent have come to an end. For further enquiry, the Petitioner was informed by the said Kumaravelu that the 1st Respondent had unilaterally terminated that contract which necessitated the 2nd Respondent to terminate the services of the Petitioner. The action of the Respondents in terminating the services of the Petitioner without prior notice was in violation of principles of natural justice and against all canons of law. The Supreme Court has given a verdict on 6-12-96 to confirm the contract employees who were served in the concerns under the control of the State Government and Central Government as they are entitled to permanent status. The said judgement is directly applicable to the Petitioner and she should be confirmed in the service. The 1st Respondent for their illegal gain terminated one group inclusive of the Petitioner and making use of the order of the Supreme Court to give employment to the new comers, and the persons worked not less than the period of one year. On knowing these, the Petitioner sent various letters to the Airport Authority, Delhi, but she had received no reply. So the Petitioner had raised an industrial dispute before the Assistant Labour Commissioner (Central), Chennai. Since it ended in failure, on submission of failure of conciliation report by Assistant Labour Commissioner (Central), Chennai, the Government was pleased to refer this matter for adjudication by this Tribunal. Since the Petitioner has put in four years of service, she is eligible to have her services regularised. Though the Petitioner was appointed only by the 2nd Respondent, as her services were lent to the 1st Respondent by the 2nd Respondent, the 1st Respondent is deemed to be her principal employer. Hence, the 1st Respondent is bound to observe the conditions of clause 10 of Contract Labour (Regulation and Abolition) Act, 1970 as well as act in accordance with the spirit of the judgement of the Apex Court dated 6-12-96 governing contract labourers. The 1st Respondent has pursuant to the judgement of the Apex Court absorbed certain contract labourers who were working as scavengers, attenders and chowkidars and conferred permanent status on them. Hence, it is prayed that this Hon'ble Tribunal may be pleased to hold that the Petitioner is entitled to be reinstated into the service of the Respondent with continuity of service, back wages and other monetary benefits.

3. The averments in the Counter Statement of the 1st Respondent Airport Authority of India, Chennai, the II Party/Management are briefly as follows :—

The 1st Respondent Airport Authority of India, Chennai, entered into a contract with the 2nd Respondent Tamil Nadu Military Ex-Servicemen's Corporation Ltd. for providing labour in the form of

lady security frisking staff. It is not true to state that the 1st Respondent is the principal employer of the Petitioner. It is denied that the 1st Respondent made promise of permanent employment to the Petitioner. The contract between the 1st and 2nd Respondent came to an end and it was accordingly terminated on 30-10-1996. In view of the termination of the contract, the Petitioner does not have any independent right. As the Petitioner is not the employee of the 1st Respondent she cannot raise an industrial dispute against the 1st Respondent. The contract between the 1st and 2nd Respondent was terminated with the mutual consent of both the parties. The 1st Respondent has nothing to do with the alleged termination of the services of the Petitioner by the 2nd Respondent and therefore, the contention that termination was in violation of principles of natural justice has no legal or factual basis. The judgement of the Supreme Court relief upon is not applicable to the Petitioner and as admitted by her, she was terminated by the 2nd Respondent prior to 6-12-96 which is the cut off date fixed by the Hon'ble Supreme Court. In a case relating to contract labour, there is no prohibition to engage contract labour in the absence of any Notification under Section 10 of the Contract Labour (Regulation and Abolition) Act, 1970. In the instant case, there is no such notification. The Petitioner was admittedly employed only as lady frisking personnel by the 2nd Respondent and it does not come under the category of sweeping, cleaning, dusting and watch and ward as evident from the letter dated 16-11-1999 issued by the Ministry of Labour, Government of India, in which the job of frisking of visitors and passengers has been specifically exempted from the categories in respect of which contract labour has been prohibited under the earlier notification dated 9-12-1976. In the absence of this Notification, the claim for regularisation has to be rejected, as it is well settled by the number of judgements. Hence, this Hon'ble Tribunal may be pleased to dismiss the claim of the Petitioner.

4. The 2nd Respondent has filed a Counter Statement. The averments in the Counter Statement are briefly as follows :—

The 2nd Respondent is a State Government Corporation established under Companies Act with an object of rehabilitating the ex-servicemen. Basically, the 2nd Respondent function as contract security agency and registered with Commissioner of Customs and Central Excise for this duty and functioning as per the guidelines/instructions issued by the Director General of Re-Settlement, Ministry of Defence, Government of India. The 2nd Respondent acts as an agent for providing ex-servicemen security to Central and State Government Undertakings/Departments and passes on the wages received. The management, where the security guards are working, is the principal employer. The 2nd Respondent is compensated by service charges of 18 per cent as fixed by the Director General of Re-settlement. As and when any Government/ Government Undertaking or other establishments requires ex-servicemen, the 2nd Respondent sponsor ex-servicemen and their dependents name according to the requirements and qualifications sought by the said organisation. Before deploying any person to various organisations, an agreement is entered into between the 2nd Respondent and that organisation. As per the agreement, personnel like the Petitioner was sponsored

like security guards purely on temporary and contract basis on an yearly basis. The agreement is renewable from time to time. For the services rendered by the 2nd Respondent, the agreed amount as service charges used to be paid by the principal employer. The personnel like the Petitioner being sent to the 1st Respondent are informed before hand that the arrangements are purely temporary in nature, that too on a contract basis. The 1st Respondent during October, 1996 had terminated the agreement to the 2nd Respondent and consequently, the Petitioner was denied employment by the 1st Respondent. The 2nd Respondent is only a contract security agency and not an industry and hence, the 2nd Respondent is unable to give any relief to the Petitioner but, as and when any future requirements, from other organisations reach the 2nd Respondent, the Petitioner will be given priority in forwarding her name for security duties. The 2nd Respondent admits that the Petitioner's name was offered to the 1st Respondent for contract security duty as lady security guard and that required wage was paid through the 2nd Respondent, the contract security agency. The 2nd Respondent is not aware of any promise for permanence and regularisation of service as stated in the Claim Statement. The relief sought for by the Petitioner is only against the 1st Respondent, the principal employer. Hence, this Hon'ble Tribunal may be pleased to pass appropriate awards as deem fit under the circumstances of the case.

5 When the matter was taken up for enquiry, the Petitioner had examined herself as WW1 and seven documents have been marked on her side as Ex. W1 to W7. On the side of the Respondent/Management 1 and 2 no oral or documentary evidence has been let in. The learned counsel on either side have advanced their respective arguments.

6. The Point for my consideration is---

"Whether the demand of the workman Ms. S. Rukmani for regularisation of her services by the management of Airport Authority of India is justified? If so, to what relief she is entitled?"

POINT :—

The I Party/Workman Ms. S. Rukmani, the Petitioner herein has raised this industrial dispute against the II Party/Management, Airport Authority of India, Chennai, the 1st Respondent herein, demanding regularisation of her services by the Management of Airport Authority of India, Chennai. In the order of reference, pertaining to this industrial dispute, the Ministry has mentioned that the industrial dispute exists between the employers the management of Airport Authority of India, Tamil Nadu Military Ex-Servicemen's Corporation and their workman Ms. S. Rukmani. The industrial dispute between the parties has been mentioned in the schedule as that of the demand made by the Petitioner against the Respondent/Management Airport Authority of India only. In the Claim Statement filed by this Petitioner on 1st August, 2000 for the above referred industrial dispute, she has prayed for a relief by requesting this Tribunal to pass an Award to direct the Airport Authority of India, Chennai, to reinstate the Petitioner into service and pay back all service benefits to her. So from the prayer of the Petitioner in the Claim Statement, it is seen that though she made a demand initially for

regularisation of her service by the management of Airport Authority of India, Chennai, now at the time of filing this Claim Statement, she has asked for the relief of reinstatement into service by the Management of Airport Authority of India, Chennai. It is the admission of the Petitioner in the Claim Statement as well as in her evidence as WW1 that she was employed as lady security frisking staff under Airport Authority of India, Chennai Airport through the contract between the 1st and 2nd Respondent and she was appointed soon 9-9-92. It is her contention in her Claim Statement that as per the judgement of the Supreme Court dated 6-12-96, her contract labourer status has to be confirmed as a permanent employee. But, she has not mentioned anything with regard to their appointment as lady security frisking staff under the management of Airport Authority of India, Chennai Airport, though it was only in pursuance of the contract between the Airport Authority of India and Tamil Nadu Military Ex-Servicemen's Corporation. It is clearly mentioned in the Counter Statement of the 1st Respondent/Management of Airport Authority of India that they have entered into a contract with Tamil Nadu Ex-Servicemen's Corporation Ltd. for providing labour in the form of lady security frisking staff. The 2nd Respondent, the Tamil Nadu Ex-Servicemen's Corporation Ltd. in their Counter Statement has also stated that it acts as an agent for providing ex-servicemen security to Central and State Government Undertakings/Departments and passes on the wages received and the 2nd Respondent is compensated by service charges of 18 per cent as fixed by Director General of Re-Settlement, Ministry of Defence, Government of India. It is further alleged in that Counter Statement that as and when any Government/Government Undertakings or other establishment requires ex-servicemen, they will sponsor the ex-servicemen and their dependents names according to the requirement and qualifications sought by the said organisation and that an agreement is entered into between the 2nd Respondent and the 1st Respondent to sponsor personnel like the Petitioner as security guards purely on a temporary and contract basis on an yearly basis and the 2nd Respondent used to inform the personnel like the Petitioner before-hand that the arrangements are purely temporary in nature and that too on a contract basis and that the 1st Respondent during October, 1996 terminated the agreement and consequently, the Petitioner was denied employment by the 1st Respondent. All these averments made by the Respondents in their respective Counter Statements have not been denied or disputed by the Petitioner by way of filing any reply statement or while giving evidence as WW1. The contention of both the Respondents that the Petitioner has been sponsored by the 2nd Respondent as a contract labourer to do the work of lady security frisking staff under the 1st Respondent/Management, Airport Authority of India, Chennai Airport, in pursuance of an agreement between the 1st Respondent and the 2nd Respondent for sponsoring personnel like the Petitioner as security guard purely on temporary and yearly contract basis is admitted by the Petitioner as WW1 in her evidence. The Petitioner has asked for reinstatement in service by the 1st Respondent, the management of Airport Authority of India, Chennai, stating that all of a sudden, her services were terminated in the evening of 31-10-96 without any proper intimation or showing any reason. It is also her evidence that the Assistant Manager of Tamil Nadu Ex-

Servicemen's Corporation Mr. Kumaravelu informed her that the contract between the 1st and 2nd Respondent have come to an end on 31-10-96 and hence her service like others have been terminated with immediate effect. It is her further admission that she was not given any order of termination, but was informed orally. She has not stated in her Claim Statement itself that she has been given appointment to the said post of lady security frisking staff by an order of appointment by the 1st Respondent and any order of termination of service has been issued to her. So, from the available materials, it is seen that the 2nd Respondent Tamil Nadu Military Ex-Servicemen's Corporation, Chennai, only had provided employment to the Petitioner by sponsoring her name as a contract labourer who served as a lady security frisking staff under the management of Airport Authority of India, Chennai Airport and that too in pursuance of a contract between the 1st and 2nd Respondent for providing such personnel for the security work in the Chennai Airport. It is not the plea or the evidence of the Petitioner that such contract between the 1st and 2nd Respondent for providing contract labourers was a sham or normal contract. The 2nd Respondent has also clearly stated in their Counter Statement that they get service charges of 18 per cent as fixed by the Director General of Re-Settlement and it is not disputed by the Petitioner.

7. It is the contention of the 1st Respondent that the Ministry of Labour, Government of India exempted the job of frisking of visitors and passengers from the categories in respect of which contract labour has been prohibited under the Notification dated 16-11-99. A xerox copy of the said Notification in the Gazette of India filed into Court by the 1st Respondent. In the notification it is clearly stated that it has been decided not to prohibit the employment of contract labour in the following works/jobs, provided that the wages (consisting of basic pay+dearness allowance) paid to the lowest category of regular employees in the respective establishment are paid to the contract labour and under the column Airport Authority of India, under serial number 4, the jobs of frisking of visitors and passengers have been mentioned as a job that has not been prohibited to employ contract labour. This has been notified subsequent to the judgement of the Supreme Court dated 6-12-96. Further, it is a fact that on 6-12-96 the Petitioner was not engaged as a contract labourer by the 1st Respondent Airport Authority of India and as per her own version in the Claim Statement that she was not further employed beyond 31-10-96 as the contract between the 1st and 2nd Respondent had been concluded on that day. So, under such circumstances, there is no question of termination of service of the Petitioner by the 1st Respondent/Management Airport Authority of India, Chennai Airport. Consequently, the question of reinstatement of the Petitioner into the services of the 1st Respondent does not arise.

8. It is the specific admission of the Petitioner as WW1 in the cross examination that for the work she was employed by the Airport Authority of India, 1st Respondent, they used to give cheque in favour of Tamil Nadu Ex-Servicemen's Corporation and from whom she used to get her salary. It is her further admission that subsequent to the denial of employment on

31-10-96, no one has been employed by the 1st Respondent as women frisking security and that her services were terminated consequent to the withdrawal of the contract between the 1st and 2nd Respondent. It is her further admission that she does not know the terms and conditions of the yearly contract between the 1st and 2nd Respondent. The Petitioner has further admitted in her evidence that subsequent to her employment and other similar frisking security guard work, the said work of security was taken by Tamil Nadu Police and she does not know whether at present, this security work has been taken over by Central Security Force recently, as per the decision taken by the Airport Authority of India and she does not know because of the decision taken by the Central Govt. the Airport Authority of India, this security work in the Airport has been entrusted to the Central Security Force and there is no agreement between the 1st and 2nd Respondent in subsistence. From all these admission of the Petitioner as WW1, it is clearly seen, that the demand she has made for reinstatement cannot be complied with by the 1st Respondent/Management because of the present policy decision taken by the Central Govt. in respect of the Airports in India for security purpose.

9. In the Counter Statement of the 2nd Respondent itself, it is clearly stated that during October, 1996 the agreement between the 1st Respondent and the 2nd Respondent had been terminated and consequently, the Petitioner was denied employment by the 1st Respondent and the 2nd Respondent, the Contract Security Agency, would give priority in forwarding the name of the Petitioner for security duty, as and when any future requirement from other organisation reach the 2nd Respondent. Further, the Supreme Court has decided in the STEEL AUTHORITY OF INDIA's case reported as 2001 SUPREME COURT CASES (LMS) 1121 that "the Notification dated 9-12-1976 of the Central Govt. has been quashed prospectively" and further held that "Section 10 of Contract Labour (Regulation & Abolition Act), 1970 does not imply the concept of automatic absorption of contract labour by the Principal employer on issuance of abolition Notification and hence, on issuance of a prohibition Notification under section 10(1) the principal employer cannot be required to absorb the contract labourer." Under the above mentioned judgement, the Hon'ble Supreme Court has over ruled the judgement of Supreme Court in AIR INDIA STATUTORY CORPORATION Vs. UNITED LABOUR UNION prospectively. It is further held in that judgement that "if the contract is found to be not genuine but a mere camouflage, the so called contract labour will have to be treated as employees of principal employer who shall be directed to regularise the services of the contract labourers in the establishment concerned, subject to the conditions as may be specified by it." It is not the contention of the Petitioner in this case that the contract between the 1st and 2nd Respondent by which she has been engaged as a lady security frisking staff by the 1st Respondent in the Chennai Airport is a mere camouflage and not a genuine contract and it is only a sham and nominal. Hence, this decision of the Supreme Court is quite applicable to the facts of the present case, as it is rightly contended by the learned counsel for the 1st Respondent. Under such circumstances, it can be held that the demand of the workman Ms. S. Rukmani for regularisation of

her services or for her reinstatement in service with all back wages and attendant benefits by the management of Airport Authority of India is not justified. Hence, she is not entitled to any relief. Thus, the point is answered accordingly.

10. In the result, an Award is passed holding that the I Party/Workman Ms. S. Rukmani is not entitled for any relief. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 22nd May, 2002).

K. KARTHIKEYAN, Presiding Officer

Witness Examined :—

For the I Party/Workman : Ms. S. Rukmani.

For the II Party/Management : None.

Documents Marked:—

For the I Party/Workman :—

W1 10-4-98.—Xerox copy of the letter from Petitioner to Airport Authority of India.

W2 Nil—Xerox copy of the postal acknowledgment card.

W3 10-4-98—Xerox copy of the letter from Petitioner to Airport Authority of India.

W4 27-7-96—Xerox copy of the certificate issued to Petitioner By the Airport Police Station.

W5 4-5-92—Original letter from Tamil Nadu Ex-Servicemen's Corporation to the Petitioner.

W6 18-5-93—Original identity card of the Petitioner.

W7 May, 1995 series To Dec. 95—Pay slips issued to Petitioner for the months of March, May, June, July, August, Oct, November And December, 1995.

For the II Party/Management : Nil

नई दिल्ली, 30 मई, 2002

का.आ. 2145.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयरपोर्ट प्राधिकारी ऑफ इंडिया के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नई के पंचाट (संदर्भ संख्या 250/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-05-02 को प्राप्त हुआ था।

[सं. एल-11012/9/99-आई. आर. (विधि)]

बी.एम. डेविड, अवसर सचिव

New Delhi, the 30th May, 2002

S.O. 2145.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. 1915 GI/02—31

No. 250/2001) of the Central Government Industrial Tribunal Chennai, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Airport Authority of India and their workman, which was received by the Central Government on 29-5-2002.

[No. L-11012/9/99-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Wednesday, the 22nd May, 2002

PRESENT :

K. Karthikeyan, Presiding Officer.

INDUSTRIAL DISPUTE NO. 250/2001

(Tamil Nadu State Industrial Tribunal I.D. No. 264/99)

[In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Ms. Thankamma and the Management of Airport Authority of India (IAD).]

BETWEEN

Ms. Thankamma : I Party/Workman.

AND

1. Airport Authority of India, (IAD),

Chennai :

II Party/Management.

2. Tamil Nadu Military Ex-Servicemen Corpn.

APPEARANCE :

For the Workman : M/s. A. Mani, S. Gunaseelan, & Josephine Immaculate, Advocates.

For the Management No. 1 : A. J. Jawad, Advocate.

For the Management No. 2 : Sri V. J. Arulraj, Advocate.

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947), have referred the concerned industrial dispute for adjudication vide Order No. L-11012/9/99/IR (M) dated 21-9-1999.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai, where the same was taken on file as I.D. No 264/99. When the matter was pending enquiry in that Tribunal, Government of India, Ministry of Labour was pleased to order transfer of this case also from the file of Tamil Nadu State Industrial Tribunal to this Tribunal for adjudication. On receipt of records from that Tamil Nadu State Industrial Tribunal, this case has been taken on file as I.D. Nos. 250/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 9-2-2001 with their respective parties and to prosecute this case further. Accordingly,

the learned counsel on either side along with their respective parties have appeared and filed their respective Claim Statement and Counter Statement.

When the matter came up before me for final hearing on 6-5-2002, upon perusing the Claim Statement, Counter Statement, the other material papers on record, after hearing the arguments advanced by the learned counsel for the Respondents, and this matter having stood over till this date for consideration, this Tribunal has passed the following :—

AWARD

The Industrial Dispute referred to in the above mentioned order of reference by the Central Govt. for adjudication by this Tribunal is as follows :—

“Whether the demand of the workman Ms. Thankamma for regularisation of her services by the management of Airport Authority of India is justified? If so, to what relief she is entitled?”

2. The averments in the Claim Statement filed by the I Party/Workmen Ms. Thankamma (hereinafter refers to as Petitioner) are briefly as follows :—

The Petitioner Ms. Thankamma got employment in the 1st Respondent Airport Authority of India through the 2nd Respondent Corporation which is a Tamil Nadu Govt. Undertaking established for the purpose of rehabilitating and resettlement of Ex-Servicemen and their dependents by providing job opportunities to them. The 2nd Respondent was required to provide lady frisking security guards at the main gate of both the Domestic and International Airports of the 1st Respondent. Accordingly, the Petitioner and few others were sponsored by the 2nd Respondent. The Petitioner had been attending the frisking duty in three shifts in rotation. It is perennial and permanent in nature. The said frisking duty had been attended by more than eight frisking security permanently. Thus, the 1st Respondent is the principal employer of the Petitioner. The Petitioner's services were utilised by the 1st Respondent as lady frisking security ever since her employment on 3-2-93. She served in that post of lady frisking security guard at the main gate of both domestic and international Airport of the 1st Respondent. In the said manner, the Petitioner successfully completed more than three years of continuous service. She had been given a certificate stating that she had been employed as frisking security guard at IAAI, Chennai through the 2nd Respondent continuously from 3-2-93 to 31-10-96. Therefore, the Petitioner should be regularised in the post which she was holding at the date of abrupt and arbitrary termination of her service. While the Petitioner was in service, all of a sudden, without any proper intimation or showing any reason, the services of the Petitioner was terminated in the evening, on 31-10-96 along with six other lady frisking security. The action of the Respondents in terminating the services of the Petitioner without prior notice was in violation of principles of natural justice and against all channels of law. The Petitioner sent various letters to the Airport Authority, Delhi, requesting for reinstatement in service, but she had received no reply. So the Petitioner

had raised an industrial dispute before the Assistant Labour Commissioner (Central), Chennai. Since it ended in failure, on submission of failure of conciliation report by Assistant Labour Commissioner (Central), Chennai, the Govt. was pleased to refer this matter for adjudication by this Tribunal. Since the Petitioner has put in more than three years of service, she is eligible to have her services regularised. Though the Petitioner was appointed only through the 2nd Respondent, as her services were lent to the 1st Respondent by the 2nd Respondent, the 1st Respondent is deemed to be her principal employer. As a matter of fact, the Manager of the 1st Respondent was only directly supervising their work. The Petitioner was promised permanence and regularisation of service following the issue of identification card by the 1st Respondent and her finger prints were taken to provide her permanent identification card in order to regularise her service with the 1st Respondent. Hence, the 1st Respondent is bound to confer permanent status on the petitioner. Hence, it is prayed that this Hon'ble Tribunal may be pleased to hold that the Petitioner is entitled to be reinstated into the service of the 1st Respondent with continuity of service, back wages and other monetary benefits.

3. The averments in the Counter Statement of the 1st Respondent Airport Authority of India, Chennai, the II Party/Management are briefly as follows :—

The 1st Respondent Airport Authority of India, Chennai, entered into a contract with the 2nd Respondent Tamil Nadu Military Ex-Servicemen's Corporation Ltd. for providing labour in the form of lady security frisking staff. It is not true to state that the 1st Respondent is the principal employer of the Petitioner. It is denied that the 1st Respondent made promise of permanent employment to the Petitioner. The contract between the 1st and 2nd Respondent came to an end and it was accordingly terminated on 30-10-1996. In view of the termination of the contract, the Petitioner does not have any independent right. As the Petitioner is not the employee of the 1st Respondent she cannot raise an industrial dispute against the 1st Respondent. The contract between the 1st and 2nd Respondent was terminated with the mutual consent of both the parties. The 1st Respondent has nothing to do with the alleged termination of the services of the Petitioner by the 2nd Respondent and therefore, the contention that termination was in violation of principles of natural justice has no legal or factual basis. The judgement of the Supreme Court relief upon is not applicable to the Petitioner and as admitted by her she was terminated by the 2nd Respondent prior to 6-12-96 which is the cut off date fixed by the Hon'ble Supreme Court. In a case relating to contract labour, there is no prohibition to engage contract labour in the absence of any Notification under Section 10 of the Contract Labour (Regulation and Abolition) Act, 1970. In the instant case, there is no such notification. The Petitioner was admittedly employed only as lady frisking personnel by the 2nd Respondent and it does not come under the category of sweeping, cleaning, dusting and watch and ward as evident from the letter dated 16-11-1999 issued by the Ministry of Labour, Government of India, in which the job of frisking of visitors and passengers has been specifically exempted from the categories in respect of which contract labour has been

prohibited under the earlier notification dated 9th December, 1976 and 16th November, 1999. In the absence of this Notification, the claim for regularisation has to be rejected, as it is well settled by the number of judgments. Hence, this Hon'ble Tribunal may be pleased to reject the claim of the Petitioner.

4. The 2nd Respondent has filed a Counter Statement. The averments in the Counter Statement are briefly as follows :—

The 2nd Respondent is a State Government Corporation established under Companies Act with an object of rehabilitating the ex-servicemen. Basically, the 2nd Respondent function as contract security agency and registered with Commissioner of Customs and Central Excise for this duty and functioning as per the guidelines/instructions issued by the Director General of Re-Settlement, Ministry of Defence, Government of India. The 2nd Respondent acts as an agent for providing ex-servicemen security to Central and State Government Undertakings/Departments and passes on the wages received. The management, where the security guards are working, is the principal employer. The 2nd Respondent is compensated by service charges of 18 per cent as fixed by the Director General of Re-Settlement. As and when any Government/Government Undertaking or other establishments requires ex-servicemen, the 2nd Respondent sponsor ex-servicemen and their dependents name according to the requirements and qualifications sought by the said organisation. Before deploying any person to various organisations, an agreement is entered into between the 2nd Respondent and that organisation. As per the agreement, personnel like the Petitioner was sponsored like security guards purely on temporary and contract basis on a yearly basis. The agreement is renewable from time to time. For the services rendered by the 2nd Respondent, the agreed amount as service charges used to be paid by the principal employer. The personnel like the Petitioner being sent to the 1st Respondent are informed before hand that the arrangements are purely temporary in nature, that too on a contract basis. The 1st Respondent during October, 1996 had terminated the agreement to the 2nd Respondent and consequently, the Petitioner was denied employment by the 1st Respondent. The 2nd Respondent is only a contract security agency and not an industry and hence, the 2nd Respondent is unable to give any relief to the Petitioner but, as and when any future requirements, from other organisations reach the 2nd Respondent, the Petitioner will be given priority in forwarding her name for security duties. The 2nd Respondent admits that the Petitioner's name was offered to the 1st Respondent for contract security duty as lady security guard and that required wage was paid through the 2nd Respondent, the contract security agency. The 2nd Respondent is not aware of any promise for permanence and regularisation of service as stated in the Claim Statement. The relief sought for by the Petitioner is only against the 1st Respondent, the principal employer. Hence, this Hon'ble Tribunal may be pleased to pass appropriate awards as deemed fit under the circumstances of the case.

5. When the matter was taken up for enquiry, the Petitioner and her counsel were not present to prosecute the case further and there was no representation on the side of the I Party/Petitioner. The counsel for the II Party/Respondents 1 and 2 represented that

they have no oral evidence and documentary evidence and that their respective Counter Statements may be treated as their arguments. Hence, for deciding the referred industrial dispute on merits, with the available records and materials, the orders was reserved.

6. The Point for my consideration is—

“Whether the demand of the workman Ms. Thankamma for regularisation of her services by the management of Airport Authority of India is justified? If so, to what relief she is entitled?”

POINT :—

The I Party/Workman Ms. Thankamma, the Petitioner herein has raised this industrial dispute against the II Party/Management, Airport Authority of India, Chennai, the 1st Respondent herein, demanding regularisation of her services by the Management of Airport Authority of India, Chennai. In the order of reference, pertaining to this industrial dispute, the Ministry has mentioned that the industrial dispute exists between the employers the management of Airport Authority of India, Tamil Nadu Military Ex-Servicemen's Corporation and their workman Ms. Thankamma. The industrial dispute between the parties has been mentioned in the schedule as that of the demand made by the Petitioner against the Respondent/Management Airport Authority of India only. In the Claim Statement filed by this Petitioner on 18-12-2000 for the above referred industrial dispute, she has prayed for a relief by requesting this Tribunal to pass an Award to direct the Airport Authority of India, Chennai, to reinstate the Petitioner into service and pay back all service benefits to her. So from the prayer of the Petitioner in the Claim Statement, it is seen that though she made a demand initially for regularisation of her service by the management of Airport Authority of India, Chennai, now at the time of filing this Claim Statement, she has asked for the relief of reinstatement into service by the Management of Airport Authority of India, Chennai. It is the admission of the Petitioner in the Claim Statement itself that she along with six other ladies were in contract work of doing the job of lady security frisking staff under the Airport Authority of India, Chennai Airport and that as per the judgement of the Supreme Court dated 6-12-96, her contract labourer status has to be confirmed as a permanent employee. But, she has not mentioned anything with regard to their appointment as lady security frisking staff under the management of Airport Authority of India, Chennai Airport, though it was only in pursuance of the contract between the Airport Authority of India and Tamil Nadu Military Ex-Servicemen's Corporation. It is clearly mentioned in the Counter Statement of the 1st Respondent/Management of Airport Authority of India that they have entered into a contract with Tamil Nadu Ex-Servicemen's Corporation Ltd. for providing labour in the form of lady security frisking staff. The 2nd Respondent, the Tamil Nadu Ex-Servicemen's Corporation Ltd. in their Counter Statement has also stated that it acts as an agent for providing security services to Central and State Government Undertakings/Departments and passes on the wages received and the 2nd Respondent is compensated by service charges of 18 per cent as fixed by Director General of Re-Settlement, Ministry

of Defence, Government of India. It is further alleged in that Counter Statement that as and when any Government/Government Undertakings or other establishment requires ex-servicemen, they will sponsor the ex-servicemen and their dependents names according to the requirement and qualifications sought by the said organisation and that an agreement is entered into between the 2nd Respondent and the 1st Respondent to sponsor personnel like the Petitioner as security guards purely on a temporary and contract basis on a yearly basis and the 2nd Respondent used to inform the personnel like the Petitioner before-hand that the arrangements are purely temporary in nature and that too on a contract basis and that the 1st Respondent during October, 1996 terminated the agreement and consequently, the Petitioner was denied employment by the 1st Respondent. All these averments made by the Respondents in their respective Counter Statements have not been denied or disputed by the Petitioner by way of filing any reply statement or by letting any oral or documentary evidence. The contention of both the Respondents that the Petitioner has been sponsored by the 2nd Respondent as a contract labourer to do the work of lady security frisking staff under the 1st Respondent/Management, Airport Authority of India, Chennai Airport, in pursuance of an agreement between the 1st Respondent and the 2nd Respondent for sponsoring personnel like the Petitioner as security guard purely on temporary and yearly contract basis remains un rebutted. The Petitioner has asked for reinstatement in service by the 1st Respondent, the management of Airport Authority of India, Chennai, stating that all of a sudden, her services were terminated in the evening of 31-10-96 without any proper intimation or showing any reason. She has not stated in her Claim Statement itself that she has been given appointment to the said post of lady security frisking staff by an order of appointment by the 1st Respondent and any order of termination of service has been issued to her. So, from the available materials, it is seen that the 2nd Respondent Tamil Nadu Military Ex-Servicemen's Corporation, Chennai, only had provided employment to the Petitioner by sponsoring her name as a contract labourer who served as a lady security frisking staff under the management of Airport Authority of India, Chennai Airport and that too in pursuance of a contract between the 1st and 2nd Respondents for providing such personnel for the security work in the Chennai Airport. It is not the plea of the Petitioner that such contract between the 1st and 2nd Respondents for providing contract labourers was a sham or nominal contract. The 2nd Respondent has also clearly stated in their Counter Statement that they get service charge of 18 per cent as fixed by the Director General of Re-Settlement and it is not disputed by the Petitioner.

7. It is the contention of the 1st Respondent that the Ministry of Labour, Government of India exempted the job of frisking of visitors and passengers from the categories in respect of which contract labour has been prohibited under the Notification dated 16th November, 1999. A xerox copy of the said Notification in the Gazette of India filed into Court by the 1st Respondent. In that notification it is clearly stated that it has been decided not to prohibit the employment of contract labour in the following works/jobs, provided that the wages (consisting of basic pay + dearness allowance) paid to the lowest category of regular employees in the respective establishment are

paid to the contract labour and under the column Airport Authority of India, under serial number 4, the jobs of frisking of visitors and passengers have been mentioned as a job that has not been prohibited to employ contract labour. This has been notified subsequent to the judgement of the Supreme Court dated 6-12-96. Further, it is a fact that on 6-12-96 the Petitioner was not engaged as a contract labourer by the 1st Respondent Airport Authority of India and as per her own version in the Claim Statement that she was not further employed beyond 31-10-96 as the contract between the 1st and 2nd Respondents had been concluded on that day. So, under such circumstances, there is no question of termination of service of the Petitioner by the 1st Respondent/Management Airport Authority of India, Chennai Airport. Consequently, the question of reinstatement of the Petitioner into the services of the 1st Respondent does not arise.

8. In the Counter Statement of the 2nd Respondent itself, it is clearly stated that during October, 1996 the agreement between the 1st Respondent and the 2nd Respondent had been terminated and consequently, the Petitioner was denied employment by the 1st Respondent and the 2nd Respondent, the Contract Security Agency, would give priority in forwarding the name of the Petitioner for security duty, as and when any future requirement from other organisation reach the 2nd Respondent. Further, the Supreme Court has decided in the Steel Authority of India's case reported as 2001 Supreme Court cases (LMS) 1121 that "the Notification dated 9-12-1976 of the Central Government has been quashed prospectively" and further held that "Section 10 of Contract Labour (Regulation and Abolition Act), 1970 does not imply the concept of automatic absorption of contract labour by the Principal employer on issuance of abolition Notification and hence, on issuance of a prohibition Notification under Section 10(1) the principal employer cannot be required to absorb the contract labourer". Under the above mentioned judgement, the Hon'ble Supreme Court has over ruled the judgement of Supreme Court in Air India Statutory Corporation Vs. United Labour Union prospectively. It is further held in that judgement that "if the contract is found to be not genuine but a mere camouflage, the so called contract labour will have to be treated as employees of principal employer who shall be directed to regularise the services of the contract labourers in the establishment concerned, subject to the conditions as may be specified by it". It is not the contention of the Petitioner in this case that the contract between the 1st and 2nd Respondent by which she has been engaged as a lady security frisking staff by the 1st Respondent in the Chennai Airport is a mere camouflage and not a genuine contract and it is only a sham and nominal. Hence, this decision of the Supreme Court is quite applicable to the facts of the present case, as it is rightly contended by the learned counsel for the 1st Respondent. Under such circumstances, it can be held that the demand of the workman Ms. Thankamma for regularisation of her services or for her reinstatement in service with all back wages and attendant benefits by the management of Airport Authority of India is not justified. Hence, she is not entitled for any relief. Thus, the point is answered accordingly.

9. In the result, an Award is passed holding that the 1 Party/Workman Ms. Thankamma is not entitled for any relief. No cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 22nd May, 2002.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined:—

On either side : None.

Documents Marked:—

On either side : Nil.

नई दिल्ली, 30 मई, 2002

का.आ. 2146.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिन्दुस्तान जिंक लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में श्रम न्यायालय, उदयपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29/5/0002 को प्राप्त हुआ था।

[सं. एल-29012/18/93-आई.आर. (एम)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 30th May, 2002

S. O. 2146.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Udaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Hindustan Zinc Ltd. and their workman, which was received by the Central Government on 29-5-2002.

[No. L-29012/18/93-IR(M)]

B. M. DAVID, Under Secy.

अनुबंध

न्यायालय : न्यायाधीश, औद्योगिक विवाद अधिकरण

एवं श्रम न्यायालय, उदयपुर

पीठासीन अधिकारी : श्री पी.एन. खण्डेलवाल, आर एन जे एम

औद्योगिक विवाद संख्या 1/95

प्रेमशंकर पुत्र गिरधारी पुरोहित, 5, शिवाजी नगर,

म्युनिसिपल कालोनी, उदयपुर

—प्राथी

बनाम

1. प्रबंधक, जावर माईन्स, हिन्दुस्तान जिंक लि.,

जावरमाईन्स

2. प्रबंधक, हिन्दुस्तान जिंक लि., यशद भवन स्वरूप

सागर, उदयपुर

—विपक्षीय

उपस्थित :—

श्री सी. पी. शर्मा : प्राथी की ओर से।

श्री बी. एल. गुप्ता : विपक्षीय की ओर से।

दिनांक 11.5.2002

पंचाट

भारत सरकार के श्रम विभाग द्वारा जरिये पत्र क्रमांक एल-29012/18/93-आई आर (मिसलेनियस) दि. 7-12-93 द्वारा निम्न आशय का प्रसंग इस न्यायालय को प्रेषित किया गया।

“क्या प्रबंधक जावर माईन्स, हिन्दुस्तान जिंक लि. द्वारा श्री प्रेमशंकर पुरोहित हैल्पर II को सेवामुक्त करने की कार्यवाही न्यायोचित है ? यदि नहीं तो श्रमिक किस राहत को पाने का अधिकारी है?”

उक्त आशय का प्रसंग प्राप्त होने पर न्यायालय द्वारा दिनांक 11-9-95 को दर्ज रजि. किया जाकर पक्षकारान को नोटिस जारी किये गये। जिस पर प्राथी की ओर से क्वेस व विपक्षीय की ओर से जवाब पेश किया गया।

संक्षेप में प्रार्थनापत्र के तथ्य इस प्रकार हैं कि प्राथी की नियुक्ति विपक्षी के यहां दि. 1-12-79 द्वारा हैल्पर इलेक्ट्रीकल के पद पर कटेगरी 2 में की गई थी। सेवामुक्त किये जाने के समय जनवरी 90 से सीनियर हैल्पर इलेक्ट्रीकल कटेगरी 3 में कार्यरत था। प्राथी दि. 14-6-91 से 15-7-92 तक अस्वस्थ होने से इयूटी पर उपस्थित नहीं हो सका। वह समय-समय पर अवकाश प्रमाण पत्र भेजता रहा। प्राथी दि. 16-7-92 को स्वस्थ होने पर फिटनेस सर्टिफिकेट लेकर इयूटी पर उपस्थित हुआ तो उसे इयूटी पर नहीं लिया गया। प्राथी ने दि. 18-7-92 को पुनः मेडिकल फिटनेस की प्रति रजिस्टर्ड डाक से भेजी। प्राथी के उक्त पत्र भेजने के बाद दिनांक 27-7-92 को विपक्षी का पत्र प्राप्त हुआ जिसमें उसे सूचित किया गया कि उसे पत्र दि. 16-7-92 द्वारा स्थाई आदेशों को धारा 16(4)(बी) के अन्तर्गत तत्काल प्रभाव से सेवामुक्त किया गया है। सेवा मुक्त करने से पूर्व चार्जशीट देकर जांच नहीं की गई, सुनवाई का मौका नहीं दिया गया, अतः पुनः सेवा में लिया जाकर समस्त सेवा लाभ प्रदान कराये जावे।

विपक्षीय ने अपने प्रत्युत्तर में यह उल्लिखित किया है कि प्राथी कालम्बी बीमारी को ध्यान में रखते हुए प्रबंधन द्वारा दि. 22-5-92 को पत्र द्वारा प्राथी को कम्पनी के मुख्य चिकित्सा अधिकारी उदयपुर को मध्यमस्त चिकित्सा परियोजना के अपनी पूर्ण जांच हेतु सम्पर्क करने के लिये कहा गया था परन्तु उक्त पत्र प्राप्त के उपरांत भी प्राथी ने मुख्य चिकित्सा अधिकारी से सम्पर्क नहीं किया। जब प्राथी ने कम्पनी के मुख्य चिकित्सा अधिकारी से जांच हेतु सम्पर्क नहीं किया तथा दि. 14-6-91 से 14-7-92 तक लगातार एक वर्ष से भी अधिक अवधि तक बीमार रहने के कारण संस्थान में लागू स्थाई आदेशों की धारा 16(ख 4) (बी) के तहत प्राथी की सेवा मुक्ति का आदेश दि. 14-7-92 को जनरल मनेजर सक्षम अधिकारी द्वारा प्रदान किया गया। प्राथी को एक माह का नोटिस के बदले वेतन सेवा समाप्ति आदेश के साथ दिया गया है। प्राथी को उत्तर आदेशों में लागू

प्रमाणित स्थाई आदेशों के प्रावधानों के अन्तर्गत ही सेवा मुक्ति किया गया है। इस प्रकार सेवा मुक्ति आदेश बंधन व न्याय संगत है। अतः प्रार्थी किसी प्रकार के लाभ या सेवा में लिये जाने का अधिकारी नहीं है।

प्रार्थी ने अपने प्रार्थना पत्र के समर्थन में स्वयं का शपथ पत्र प्रस्तुत किया जबकि विपक्षी की ओर से कहोत कुंजराम नायर निवासी जावर माईन्स हिन्दुस्तान जिक लि. का शपथ पत्र प्रस्तुत किया गया। इन साक्षीगण में प्रतिपरीक्षण किया गया। दस्तावेजी साक्ष्य में प्रार्थी की जोईनिंग मथ फिटनेस फोटो प्रति, सेवा मुक्ति के साथ भेजा गया चैक, सेवा मुक्ति निरस्त करने हेतु भेजा गया पत्र, पौस्टल रसीद, अंबुवार में प्रकाशित शौकाज नोटिस की फोटो प्रति, असफल वार्ता प्रतिवेदन, आदेश संख्या 8404 दि. 17-7-92 व दि. 9-12-87, जोईनिंग आर्डर, सेवामुक्ति आदेश, अमीनेट अधिकारी का निर्णय, पदोन्नति आदेश, रोगी प्रमाण पत्र, चिकित्सा जांच हेतु सूचना, प्राप्ति स्वीकृति रसीदें चोट, मैडिकल ऑफिसर को सूचना भेजने हेतु पत्र, उत्तर, आदि आदि पेश किये गये।

न्यायालय द्वारा सम्पूर्ण तथ्यों का अवलोकन किया जाकर दोनों पक्षों के प्रतिनिधिगण की बहस सुनी गई जिसमें लगभग उन्ही तथ्यों का विस्तार के साथ उल्लेख किया गया जिनका उल्लेख क्लेम व जवाब में किया गया है। सभी परिस्थितियों पर विचार करने के उपरांत यह देखा है कि इस प्रकरण में किस आशय का अर्बाई पारित किया जाना चाहिये।

प्रार्थी ने अपने प्रतिपरीक्षण में कथन किया है कि उसे मुख्य चिकित्सा अधिकारी के समक्ष 22-5-92 या अन्य कभी जांच कराने की कोई सूचना नहीं मिली। 14-6-91 से 15-7-92 तक वह बीमार रहा। हर महीने बीमारी का प्रमाण पत्र भेजता था। यह गलत है कि सूचना के बावजूद वह मेडिकल बोर्ड के समक्ष उपस्थित नहीं हुआ। यह गलत है कि उसे दिनांक 17-7-92 को एक पत्र दिया पर उसने लेने से इंकार कर दिया। दवाइयां लेता था छोटी मोटी दवाइयां थी जिनके बिल नहीं है। सन् 87 में भी उसे नौकरी से निकाला था परन्तु क्यों निकाला उसे पता नहीं। यह गलत है कि वह बीमार नहीं रहा। यह गलत है कि वह जानबूझ कर अनुपस्थित रहा। इसलिये उसे नौकरी से निकाला।

विपक्षी के साक्षी के के नायर ने अपने प्रतिपरीक्षण में कथन किया है कि यह सही है कि दि. 16-7-92 को प्रार्थी ड्यूटी पर उपस्थित हुआ था फिटनेस प्रार्थी लेकर आया था जो हिन्दुस्तान जिक के डाक्टर का नहीं था जो हमारे संस्थान में मान्य नहीं था। 17-7-92 को प्रार्थी जावर माईन्स में आया था या नहीं, वह नहीं कह सकता। पर प्रार्थी उसके पास नहीं आया था। प्रार्थी की लगानार एक साल में अधिक अवधि की अनुपस्थिति के कारण उसे टर्मिनेट किया गया। नोटिस देकर नियमानुसार कार्यवाही करके सेवानिवृत्ति की। प्रदर्श पृ. 2 हमें डाक से प्राप्त हुआ था

वह यह नहीं कह सकता कि प्रार्थी की सेवा मुक्ति का आदेश उसके ड्यूटी पर उपस्थित होने के बाद किया गया हो। सेवा मुक्ति से पूर्व नोटिस या आशय पत्र दिया हो वह नहीं कह सकता। उसे पता नहीं कि प्रार्थी ने एक माह का चैक कौश कराया या नहीं।

प्रार्थी पक्ष का कथन है कि प्रार्थी की सेवा जिन स्थाई आदेशों के आधार पर, प्रार्थी की अनुपस्थिति को बिन्दु बना कर समाप्त की गई है उनमें सेवा समाप्त करने का जो उल्लेख किया गया है वह अवैध है। ऐसा ही निर्णय माननीय सर्वोच्च न्यायालय ने प्रतिपादित किया है। उनका यह भी कथन है कि प्रार्थी अपनी बीमारी की वजह से कार्य पर उपस्थित नहीं हुआ था और जब उसने उपस्थिति दी तो विपक्षी ने उसे ड्यूटी पर नहीं लिया और उसकी सेवा अवैध तरीके से समाप्त कर दी व पुनः सवेतन बहाल किये जाने योग्य है। उन्होंने अपने तर्कों के समर्थन में कुछ विधि विनिश्चय पेश किये जिनका यथास्थान उल्लेख किया जायेगा।

विपक्षी की तरफ से यह तर्क दिया गया कि प्रार्थी की सेवा समाप्ति विपक्षी प्रबंधन के प्रभावी स्थाई आदेशों की धारा 16(4)(बी) के तहत एक वर्ष से लम्बी अवधि की बीमारी के आधार पर समाप्त की गई है। प्रार्थी की सेवा स्वतः समाप्त नहीं हो गई बल्कि सेवा समाप्ति ओ.वि.अधि. की धारा 2(00) के अन्तर्गत छंटनी की परिधि में आती है इसलिये प्रार्थी की सेवा विविध रूप से स्थाई आदेशों की पालना कर समाप्त की गई है। प्रार्थी कोई अनुतोष पाने का अधिकारी नहीं है। उन्होंने अपने तर्कों के समर्थन में एस सी सी 2001(9) 178 हिन्दुको इण्डस्ट्रीज लि. बनाम लेबर कोर्ट वाराणसी व अन्य प्रस्तुत किया।

प्रस्तुत प्रकरण में यह तथ्य निर्विवाद है कि प्रार्थी विपक्षी प्रबंधन में सर्वप्रथम दि. 1-12-79 को हैल्पर इलेक्ट्रीकल के पद पर कैटेगरी 2 में नियुक्त किया गया तत्पश्चात् प्रार्थी को जनवरी 90 में सिनियर हैल्पर इलेक्ट्रीकल कैटेगरी 3 में पदस्थापित किया गया और इस प्रकार प्रार्थी विपक्षी विभाग में स्थाई कामगार था। प्रार्थी अपने स्वयं की अस्वस्थता के कारण दि. 14-6-91 से 15-7-92 तक कार्य पर उपस्थित नहीं हुआ था व समय समय पर अवकाश प्रमाणपत्र प्रार्थी ने भेजा है और दि. 16-7-92 को स्वस्थ होने पर फिटनेस सर्टिफिकेट लेकर ड्यूटी पर उपस्थित हुआ तो उसे ड्यूटी पर विपक्षी के अधिकारी 5 ने नहीं लिया। दि. 17-7-92 को जब वह ड्यूटी पर उपस्थित हुआ तो उसे ड्यूटी पर नहीं लिया गया। इस पर प्रार्थी फिटनेस व मैडिकल तथा जोईनिंग विपक्षी को देकर आ गया। दि. 18-7-92 को प्रार्थी ने पुनः ड्यूटी पर लेने हेतु रजिस्टर्ड पत्र भेजा जिसका जवाब दिनांक 27-7-92 को प्रार्थी को विपक्षी ने भेजा जिसमें अनुसार यह सूचित किया कि प्रार्थी की सेवा दि. 16-7-92 को स्थाई आदेशों की धारा 16(4)(बी) के तहत तत्काल प्रभाव से समाप्त कर दी गई है। निम्नी प्रस्ताव व भी आगे की बातें को अपने

जवाब में स्वीकार किया है और यह कथन किया कि प्रार्थी की सेवा दि. 14-6-91 से 14-7-92 तक लगातार एक वर्ष तक बीमार रहने के कारण विपक्षी प्रबंधन के स्थाई आदेश की धारा 16(4)(बी) के तहत सेवा मुक्ति का आदेश दि. 14-7-92 को ही जनरल मैनेजर सक्षम अधिकारी द्वारा समाप्त की गई तत्पश्चात् उसकी सूचना दि. 16-7-92 को प्रार्थी को सेवा समाप्ति का आदेश जारी कर एक माह के वेतन की औपचारिकता पूरी कर सूचित कर दिया गया है।

विपक्षी पक्ष की तरफ से साक्षी के तथ्य पत्र प्रस्तुत हुआ है जिन्होंने अपने प्रतिपरीक्षण में यह उल्लिखित किया है कि दि. 16-7-92 को प्रार्थी इयूटी पर उपस्थित हुआ था और फिटनेस लेकर आया था जो हिन्दुस्तान जिक के डाक्टर का नहीं था जो हमारे संस्थान में मान्य नहीं था। प्रार्थी फिटनेस मैडिकल 17-7-92 को देकर चला गया हो यह वह नहीं कह सकता। प्रार्थी की एक वर्ष की अवधि की अनुपस्थिति के कारण उसे टर्मिनेट किया गया। सक्षम अधिकारी ने दि. 14-7-92 को सेवा मुक्त किये जाने का निर्णय लिया था या नहीं, उसे पता नहीं। इस प्रकार से जो तथ्य विपक्षी के साक्षी के कथनों के प्रतिरोध में आये हैं उसमें स्पष्ट है कि प्रदर्श एम 5 सेवा मुक्ति आदेश जो प्रार्थी को दिया गया है उसे जारी करने से पूर्व कोई आरोप पत्र या नोटिस आदि देकर स्पष्टीकरण विपक्षी पक्ष ने प्राप्त किया हो, ऐसी कोई अभिलेखीय साध्य पत्रावली पर नहीं है। विपक्षी ने प्रार्थी की सेवा समाप्ति संस्थान में लागू स्थाई आदेशों की धारा 16(4)(बी) के तहत किया जाना बताया है और इस संदर्भ में श्री. वि. अधि. की धारा 2(00) के तहत छंटनी के रूप में किया जाना बताया है। विपक्षी पक्ष ने जो विधि विनिश्चय एम सी सी 2001(9) 178 हिन्देलको इण्डस्ट्रीज लि. बनाम लेबर कोर्ट वाराणसी व अन्य पेश किया है उसमें प्रतिपादित सिद्धांत से हम ससम्मान सहमत हैं लेकिन जिन तथ्यों पर उक्त विधि विनिश्चय प्रतिपादित किया गया है वैसे तथ्य व परिस्थितियाँ प्रस्तुत प्रकरण की नहीं हैं। प्रस्तुत प्रकरण में विपक्षी ने कभी प्रार्थी की निरन्तर अस्वस्थ रहने एवं श्रमिकों के स्वस्थ होने की संभावना नहीं होने पर सेवा मुक्त नहीं किया है बल्कि प्रार्थी जोकि पूर्व में लगभग एक वर्ष से ज्यादा अवधि तक अस्वस्थ होने के कारण दि. 16-7-92 को मैडिकल फिटनेस लेकर जब इयूटी पर उपस्थित हुआ उसमें पूर्व प्रार्थी को दि. 14-7-92 को सेवा मुक्त कर दिया गया। प्रार्थी को सेवा समाप्ति से पूर्व नैसर्गिक न्याय के सिद्धांत के अनुरूप मुनवाई का अवसर प्रदान किया गया हो या उससे कोई स्पष्टीकरण प्राप्त किया गया हो या उसे आरोप पत्र दिया गया हो, ऐसी कोई अभिलेखीय साध्य पत्रावली पर नहीं है। इस कारण उक्त विधि विनिश्चय में प्रतिपादित विधि मत प्रस्तुत प्रकरण में हमारे विभिन्न मतानुसार विपक्षी को कोई मदद नहीं करने हैं।

विपक्षी प्रबंधन ने प्रार्थी की सेवा संस्थान में लागू स्थाई आदेशों की धारा 16(4)(बी) के तहत समाप्त किया जाना

उल्लिखित किया है। स्थाई आदेशों की धारा 16(4)(बी) में एक वर्ष की अवधि से लगातार बीमार रहना सेवा समाप्ति का एक आधार वर्णित किया गया है इससे स्पष्ट है कि विपक्षी प्रबंधन के यहां प्रमाणित स्थाई आदेश लागू है उनमें सेवानिवृत्त स्वतः समाप्त करने का उल्लेख किया हुआ है। इस प्रकार के प्रावधानों को माननीय सर्वोच्च न्यायालय ने 1998 एल आई सी 1545 अपट्रान इण्डिया लि. बनाम जमी भान व अन्य में अवैध घोषित किया है। उक्त विधि विनिश्चय में प्रतिपादित सिद्धांत से हम ससम्मान सहमत हैं। प्रस्तुत प्रकरण में प्रार्थी की सेवा समाप्ति विपक्षी प्रबंधन के प्रभावी स्थाई आदेशों की धारा 16(4)(बी) के तहत स्वतः बिना प्रार्थी में अनुपस्थिति का स्पष्टीकरण प्राप्त किये या उसके विरुद्ध कोई विभागीय जांच की कार्यवाही किये समाप्त की गई है जो उपरोक्त वर्णित विधि विनिश्चय का अनुसरण करते हुए उचित नहीं कही जा सकती।

इसी प्रकार प्रार्थी पक्ष ने जो विधि विनिश्चय एक एल आर 1999 (83) 460 कर्नाटक हाईकोर्ट मैनेजमेंट साऊथ सेंट्रल रेलवे बनाम महाबोबसाव व अन्य का विधि विनिश्चय पेश किया है उसमें प्रतिपादित सिद्धांत से हम ससम्मान सहमत हैं। उक्त विधि विनिश्चय में प्राकृतिक अधिकारों की उल्लिखित करते हुए यह विविमत प्रतिपादित किया गया है कि किसी कामगार की सेवा बीमारी के आधार पर बिना उसको सुनवाई का अवसर दिये समाप्त की जाती है तो इस प्रकार की सेवा समाप्ति प्राकृतिक न्याय के सिद्धांतों के विपरीत है एवं जो अधिकारों का संरक्षण कामगार को दिया गया है, के विपरीत है। प्रस्तुत प्रकरण में भी प्रार्थी की सेवा समाप्त करने से पूर्व विपक्षी ने प्रार्थी में उसकी लम्बी बीमारी के संबंध में कोई स्पष्टीकरण प्राप्त नहीं किया है और न ही उसे कोई मुनवाई का अवसर ही प्रदान किया है। ऐसी स्थिति में उक्त विधि विनिश्चय का अनुसरण करते हुए प्रार्थी की जो सेवा समाप्ति की गई है वह किता भी प्रकार से उचित व वैध नहीं मानो जा सकती। तदनुसार यह विवाद अविनिर्णीत किया जाना है।

अतः प्रबंधक जावर माईन्स हिन्दुस्तान जिक लि. द्वारा प्रेमशंकर प्रोहित वृत्तर II को सेवा मुक्त करने का कार्यवाही व्यापकित नहीं है। अतः इस आग्रह का पंचाट पारित किया जाता है कि प्रार्थी को उनका वरीयता के आधार पर सम्पूर्ण वेतन व अन्य परिणाम सहित पुनः सेवा में पंचाट प्रकाशित किये जाने की तिथि से एक मास के अंश सौति-यर हेतु इन्डस्ट्रीजल केटेगरी 3 के पद पर वर्तमान में प्रवर्तित दर पर पदस्थापित किया जाये। बताया वेतन व अन्य परिणामों को अशायी पंचाट प्रकाशित किये जाने की तिथि से तीन माह के अंश को जाये। पंचाट प्रकाशनार्थ भारत सरकार को भेजा जाये।

पंचाट आज दिनांक 11-4-2002 को खुले न्यायालय में लिखाया जाकर मुतायित गया।

पी.एन. खण्डेलवाल, न्यायाधीश

नई दिल्ली, 30 मई, 2002

SCHEDULE

का.आ. 2147:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में ओटन दास एण्ड क. के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, धनबाद के पंचाट (संदर्भ 70/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-05-02 को प्राप्त हुआ था।

[सं. एल.-29012/24/2000-आई.आर. (विविध)]

बी.एम. डेविड, अवसर सचिव

New Delhi, the 30th May, 2002

S.O. 2147.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 70/2000) of the Central Government Industrial Tribunal Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Otan Das & Co. and their workman, which was received by the Central Government on 29-5-2002.

[No. L-29012/24/2000-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2) AT
DHANBAD

PRESENT :

Shri B. Biswas.—Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I. D. Act, 1947.

Reference No. 70 of 2000

PARTIES :

Employers in relation to the management of
M/s. Otan Das and Co. and their workman.

APPEARANCES :

On behalf of the Workman.—Shri Y. P. Singh,
General Secretary, Rashtriya Quarries
Khadan Shramik Sangh.

On behalf of the Employers.—None.

STATE : Jharkhand.

INDUSTRY : Stone
Mines.

Dated. Dhanbad, the 6th May, 2002

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-29012/24/2000/IR(M), dated the 23rd June, 2000.

"Whether the action of the management of M/s. Otan Das and Co. in terminating the services of Sh. Baidhnath Shah, w.e.f. 9-3-99 is legal, just and fair? If not, to what relief is the workman concerned entitled?"

2. In course of hearing of the instant reference a Compromise petition was filed before the Tribunal under the signature of both parties involved in the instant reference. I have gone through the terms of the compromise petition and I find that the terms contained therein are fair, proper and in accordance with the principles of natural justice. Accordingly I accept the said compromise petition and pass an Award in terms thereof which forms part of the Award as Annexure.

B. BISWAS, Presiding Officer.

अनुबंध

नि. सं. 3093

फोन नं. 22443

राष्ट्रीय क्वैरीज खदान श्रमिक संघ

आईएफएम यू के अन्तर्गत एनएफआईटीयू से संबद्ध

प्रधान कार्यालय 10 ए. पी. एन. बोस कम्पाउण्ड, लालपुर, रांची
कैम्प कार्यालय—ग्राम टेलीग्राफ रोड, पो. + जिला साहिबगंज
प्रवेश अध्यक्ष एवं पूर्व सांसद प्रवेश महामंत्री

श्री मूरज मण्डल

श्री योगेन्द्र प्रसाद सिंह,

एम. ए. (राजनीति)

पत्रांक.....

दिनांक 3-5-02

सेवा में,

श्री मान पीठासीन अधिकारी, केन्द्रीय सरकार
औद्योगिक व्यापारिकरण—मह—श्रम व्यापारिक
संस्था—2 धनबाद।

विवरण : आपके पत्रांक एल 29012/24/2000/आई
आर (एम) 26-23-2002 के रेफरेंस 70/2000/
712 दिनांक 2-2-2002 के मुकदमा समाप्त करने के
सम्बन्ध में।

महाशय,

आवेदन पत्र के माध्यम से श्रीमान से कहना है कि
मैसर्स—ओटन दास एण्ड कम्पनी ग्राम—मिन्धी पाड़ा पो. + जिला
पाकुड़ के यहां कामगार वैद्यनाथ साह कार्य कर रहा था
जिसका औद्योगिक विवाद महाशय श्रमायुक्त (के.) पटना
के यहां किया था और 1/50/99 ए. एल. सी. के यहां
कार्यवाही आरंभ की गयी एवं कामगार के पक्ष में आगे
कार्यवाही करने हेतु एफ. ओ. सी. किया गया तत्पश्चात् आदेश

सं.-70/2000/712 दिनांक 2-2-2002 के संबंध में कहना है कि द्विपक्षीय वार्ता द्वारा समझौता सम्पन्न हो गया जिसकी प्रति आवेदन पत्र के साथ संलग्न है।

अतः श्रीमान से अनुरोध है कि उक्त मुकदमा को समाप्त किया जाय क्योंकि अब प्रबंधन तथा कामगार के बीच विवाद समाप्त हो गया।

आपका विश्वास भाजन
राष्ट्रीय क्वेरीज खदान श्रमिक संघ
ग्राम टेलीग्राफ रोड, पो. +
जिला साहिबगंज।

औद्योगिक विवाद अधिनियम, 1947 की धारा 10 के अन्तर्गत दिनांक 25-4-02 को द्विपक्षीय वार्ता द्वारा मेसर्स ओटन दास एण्ड कम्पनी ग्राम सिंधीपाड़ा पो. + जिला पाकुड़ एवं राष्ट्रीय क्वेरीज खदान श्रमिक संघ, साहिबगंज के बीच सम्पन्न हुआ।

प्रबंधन प्रतिनिधि यूनियन प्रतिनिधि
श्री समीर घोष, मैनेजर योगेन्द्र प्रसाद सिंह, महामंत्री
मेसर्स ओटन दास एण्ड कम्पनी राष्ट्रीय क्वेरीज खदान श्रमिक संघ
सिंधीपाड़ा पाकुड़ ग्राम टेलीग्राफ रोड, पो. + जि.
साहिबगंज

समझौता का संक्षिप्त विवरण

योगेन्द्र प्रसाद सिंह, महामंत्री, राष्ट्रीय क्वेरीज खदान श्रमिक संघ, साहिबगंज ने एक आवेदन पत्र द्वारा वैधनाथ साहू को अचानक कार्य से निकाल दिया था जिसके लिए साठ दिनों की मुआवजा तथा पुनः नौकरी दिलवाने हेतु मेसर्स ओटन दास एण्ड कं. प्रबंधन के खिलाफ औद्योगिक विवाद उठाया था। प्रबंधन का कहना था कि कामगार ठीक समय पर नहीं आता है तथा कार्य नहीं करता है। लगातार काम से अनुपस्थित होने पर हमारे कार्य सम्पादन में असुविधा होती है क्योंकि कामगार क्रेसर मशीन सुपरवाइजर पद पर है। इसका पद बहुत महत्वपूर्ण है तथा इसकी अनुपस्थिति में कार्य सम्पादन में असुविधा होती है। इस विवाद को सुलझाने हेतु यूनियन प्रतिनिधि महामंत्री क्रेसर प्रतिष्ठान खण्डाजोला जाकर वस्तुस्थिति को जानकारी ली जिसमें यही निर्णय लिया गया कि कामगार गरीब व्यक्ति है तथा अपने उत्तरदायित्व को अच्छे ढंग से निर्वाह करेगा।

समझौता की शर्तें

- 1 प्रबंधन ने कामगार वैधनाथ साहू को पुनः नौकरी पर रख लिया गया है।
- 2 कामगार को बीते दिनों का मुआवजा एक मुस्त नकद राशि का भुगतान किया गया। राशि पाकर कामगार संतुष्ट है। इस प्रकार कामगार एवं प्रबंधन में सौहार्दपूर्ण कार्य कर रहा है तथा दोनों में मधुर

संबंध स्थापित हो गया है। इस प्रकार अब किसी प्रकारका विवाद नहीं रहा।

कामगार का हस्ताक्षर वैजनाथ साहू
प्रबंधन प्रतिनिधि

गवाह
1. अपठनीय
2. मेहश कुमार
यूनियन प्रतिनिधि
महामंत्री
(योगेन्द्र प्रसाद सिंह)
राष्ट्रीय क्वेरीज खदान श्रमिक संघ
ग्राम टेलीग्राफ रोड, पो. + जि.
साहिबगंज।

नई दिल्ली, 30 मई, 2002

का.आ. 2148.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार में, अब्दुल करीम स्टोन कॉन्ट्रैक्टर के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में श्रम न्यायालय कोटा के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-05-02 को प्राप्त हुआ था।

[सं. एल-29012/28/90-आई आर (एम)]

बी.एम. डेविड, अवर सचिव

New Delhi, the 30th May, 2002

S.O. 2148.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Kota as shown in the Industrial Dispute between the employers in relation to the management of M/s. Abdul Karim Stone Contractor and their workman, which was received by the Central Government on 29-5-2002.

[No. L-29012/28/90-IR(M)]

B. M. DAVID, Under Secy.

अनुबंध

न्यायाधीश, औद्योगिक न्यायाधिकरण केन्द्रीय, कोटा, राज.

पीठासीन अधिकारी श्री मणि शंकर व्यास, आर.एच.जे. एल.

निर्देश प्रकरण क्रमांक : श्री. न्या. केन्द्रीय 21/90

दिनांक स्थापित : 1-12-90

प्रसंग : भारत सरकार, धर्म मंत्रालय, नई दिल्ली के आदेश

क्रमांक एल. 29012/28/90 आई.आर. (विधि)

दिनांक 19-4-90

निदेश अन्तर्गत धारा 10(1) (बी)

औद्योगिक विवाद अधिनियम, 1947

मध्य

मथुरा लाल पुत्र श्री रामनारायण

द्वारा हिन्दू मजदूर सभा, बंगाली कालोनी, छावनी, कोटा।

..... प्रार्थी श्रमिक

एवं

प्रबंधक मै. अब्दुल करीम, स्टोन कॉन्ट्रेक्टर लाईम स्टोन
माईन्स, मोड़क जिला कोटा। अप्रार्थी नियोजक

उपस्थित

प्रार्थी श्रमिक की ओर से प्रतिनिधि : श्री एन. के. तिवारी
अप्रार्थी नियोजक की ओर से प्रतिनिधि : श्री जमील ग्रहमद
अधिनिर्णय दिनांक : 4-4-2002

अधिनिर्णय

भारत सरकार श्रम मंत्रालय, नई दिल्ली द्वारा अपने आदेश दि. 19-4-90 के द्वारा निम्न निर्देश, औद्योगिक विवाद अधिनियम, 1947 (जिसे तदुपरान्त "अधिनियम" से संबोधित किया जावेगा) की धारा 10 (I) (घ) के अन्तर्गत इस न्यायाधिकरण को अधिनिर्णयार्थ सम्प्रेषित किया गया है :—

"Whether the action of the management of M/s. Abdul Karim, Stone Contractor, owner of Lime Stone Mine, Kukera in terminating the services of Shri Mathura Lal, Pit Supervisor w.e.f. 16-2-88 is justified. If not, what relief is the workman entitled to?"

2. निर्देश/विवाद, न्यायाधिकरण में प्राप्त होने पर सूचीबद्ध उपरान्त पक्षकारों को सूचना विधिवत् रूप में जारी की गयी।

3. प्रार्थी श्रमिक मथुरालाल की ओर से क्लेम स्टेटमेंट प्रस्तुत कर संक्षेप में यह अभिकथित किया गया कि उसे अप्रार्थी मै. अब्दुल करीम, स्टोन कॉन्ट्रेक्टर, कुकुड़ा लाईम स्टोन माईन्स, मोड़क जिला कोटा (जिसे तदुपरान्त "अप्रार्थी नियोजक" से सम्बोधित किया जाएगा) द्वारा दिनांक 15-11-77 से मुंशी (जिसे अप्रार्थी के यहां कोकपिट सुपरवाइजर भी कहा जाता है) के पद पर नियोजित किया गया था, किन्तु उसे दि. 16-2-88 से बिना कोई कारण बताए या बिना किसी पूर्व सूचना के अचानक नौकरी से निकाल दिया गया। प्रार्थी ने अप्रार्थी के यहां दि. 15-11-77 से 15-2-88 तक निरन्तर कार्य कर 240 दिन से भी अधिक समय तक कार्य किया है तदुपरान्त भी उसे सेवा से पृथक् किए जाने से पूर्व अधिनियम की धारा 25-एफ के प्रावधानान्तर्गत एक माह का नोटिस अथवा नोटिस वेतन व छंटनी का मुआवजा आदि नहीं दिया गया एवं ना ही प्रस्तावित किया गया। इसके अतिरिक्त उसे सेवा से निकाले जाने से पूर्व बरिष्ठता सूची का प्रकाश नहीं किया गया, उससे कनिष्ठ मुंशी (कोकपिट सुपरवाइजर) सर्वश्री हीरालाल,

घासीलाल आदि नियोजक के नियोजन में मौजूद थे और इस प्रकार पहले आए बाद जाए सिद्धान्त की अवहेलना की गई जो कि अधिनियम की धारा 25-जी के विपरीत है। प्रार्थी को सेवा से पृथक् किए जाने के उपरान्त नए मुंशी सेवा में नियोजित कर लिए गए, जबकि प्रार्थी को पुनः नियोजन का अवसर प्रदान नहीं किया गया जोकि अधिनियम की धारा 25-एफ के विपरीत है। अन्त में प्रार्थना की गई है कि उसे अप्रार्थी द्वारा सेवा से पृथक् किया जाना अनुचित एवं अवैध घोषित करते हुए पिछले सम्पूर्ण वेतन व अन्य समस्त सेवालाभों सहित पुनः सेवा में बहाल किया जावे।

4. अप्रार्थी नियोजक द्वारा प्रार्थी के क्लेम का जवाब प्रस्तुत करने हुए यह तो स्वीकार किया गया है कि प्रार्थी उनके यहां कार्यरत रहा था परन्तु आगे यह अभिकथित किया है कि प्रार्थी ने महायुक्त श्रमायुक्त (केन्द्रीय) कोटा के समक्ष लिखित में आवेदन-पत्र प्रस्तुत कर अपना कोई विवाद प्रतिपक्षी के विरुद्ध के चलाने से इन्कार कर दिया था क्योंकि वह स्वयं ही कार्य छोड़कर चला गया था। यह भी अभिकथित किया गया है कि जो क्लेम प्रस्तुत किया गया है, उस पर मथुरालाल के फर्जी हस्ताक्षर किए गए हैं, चूंकि प्रार्थी मथुरालाल विवाद चलाना ही नहीं चाहता, इस कारण उसका न्यायालय में जाना व स्टेटमेंट क्लेम पर हस्ताक्षर किए जाने का प्रश्न ही उत्पन्न नहीं होता। यह भी अभिकथित किया गया है कि प्रार्थी ने कभी निरन्तर 240 दिन तक कार्य नहीं किया है इसलिए अधिनियम की ओषित धाराओं की पालना किए जाने का प्रश्न ही उत्पन्न नहीं होता। अन्त में प्रार्थना की गई है कि प्रार्थी का क्लेम झूठा होने से सब्यय निरस्तर किया जावे।

5. प्रार्थी श्रमिक मथुरालाल ने साक्ष्य में स्वयं का शपथ-पत्र प्रस्तुत किया है जबकि अप्रार्थी नियोजक की ओर से सर्वश्री शनी मोहम्मद, दिनीर कुमार, छांड़, अब्दुल हनीफ को परीक्षित करवाया गया है।

6. उभयपक्ष की बहस सुनी गयी तथा अभिलेख पर ग्राह्य मौखिक व प्रत्येकीय साक्ष्य का ध्यानपूर्वक अवलोकन किया गया।

7. पक्षकारों के विद्वान् प्रतिनिधिगण ने बहस के दौरान मेरे समक्ष उन्हीं बिन्दुओं को उठाया है जोकि उनके द्वारा प्रस्तुत अपने-अपने अभ्यावेदनों एवं साक्षीगण के शपथ-पत्रों में उल्लेखित किए गए हैं।

8. विद्वान् प्रतिनिधि प्रार्थी का कथन है कि प्रार्थी ने 15-11-77 से 15-2-88 तक अप्रार्थी नियोजक के यहां निरन्तर कार्य किया है। इस अवधि का सारा अभिलेख अप्रार्थी नियोजक के कब्जे व नियंत्रण में था जो अप्रार्थी द्वारा पेश नहीं किया गया है जिसके लिए उसके विरुद्ध प्रतिकूल उपधारणा की जानी चाहिए। अपने तर्क समर्थन में निर्णय "1998(1)आर.एल.आर. 209-स्टेट ऑफ राज. बनाम अनरल सेक्रेट्री, सवाईमाधोपुर डिस्ट्रिक्ट मी. डब्ल्यू.-डी.एम्प. यूनियन, गंगापुर सिटी एवं अन्य" को पेश किया

गया है जिसमें यह अभिमत प्रकट किया गया है कि नियोजक का प्रथम यह दायित्व है कि वह यह सिद्ध करे कि प्रार्थी श्रमिक ने 240 दिन एक वर्ष में पूर्ण नहीं किए हैं तथा वह अपने इस दायित्व का निर्वाहन सुसंगत मस्ट्रोल्स व हाजिरी रजिस्टर इत्यादि पेश करके कर सकता है। न्यायदृष्टान्त "ए. आई. आर. 1968 एम.सी. 1413-गोपालकृष्ण जी केलकर बनाम मोहम्मद हाजी लतीफ एवं अन्य" में यह अभिनिर्धारित किया गया है कि किसी पक्षकार के कब्जे में यदि कोई उत्तम साक्ष्य जो विवादग्रस्त बिन्दु पर रोशनी डाल सकती है, उपलब्ध है और ऐसी साक्ष्य को पक्षकार द्वारा पेश नहीं किया जाता है तो उसके विरुद्ध प्रतिकूल उपधाग्णा की जानी चाहिए, यह महत्वहीन है कि ऐसे मामले में किसी तथ्य को साबित करने का भार किस पक्षकार पर था। विद्वान प्रतिनिधि अप्रार्थी का इसके विपरीत यह कथन है कि प्रार्थी स्वयं ही नौकरी छोड़कर चला गया था, उसे निकाला नहीं गया था तथा उसने उक्त अवधि में कभी भी लगातार 240 दिन कार्य नहीं किया है।

9. उपर्युक्त तर्कों के सन्दर्भ में अब हम अभिलेख पर आई हुई साक्ष्य पर विचार करेंगे।

10. प्रार्थी श्रमिक मथुरालाल ने अपने शपथ-पत्र में, स्टेटमेंट आफ क्लेम में वर्णित तथ्यों की पुष्टि की है तथा यह बताया है कि उसने सर्वप्रथम विवाद समझौता अधिकारी के यहां पेश किया था जिसकी जेरोक्स प्रति प्रदर्श डब्ल्यू. 1 है। समझौता वार्ता के दौरान समझौता अधिकारी ने बताया कि यह विवाद केन्द्रीय सरकार के अधिकार क्षेत्र का है तो प्रार्थी ने दि. 15-7-89 को सहायक श्रमायुक्त (केन्द्रीय) कोटा के समक्ष विवाद प्रस्तुत किया जिसकी जेरोक्स प्रति प्रदर्श डब्ल्यू. 2 है। नियोजक द्वारा नौकरी पर लेने से मना करने पर असफल वार्ता प्रतिवेदन, श्रम मंत्रालय, भारत सरकार को भेजा जिसकी जेरोक्स प्रदर्श डब्ल्यू. 3 है। प्रति परीक्षा में इस गवाह का कथन है कि उसे 810 रु. वेतन मिलता था, उसने नियोजक के यहां 240 दिन तो क्या 10 वर्ष तक कार्य किया है। नियोजक नौकरी पर रखे तो आज भी जाने को तैयार है।

11. अप्रार्थी नियोजक की ओर से साक्षी शफी मोहम्मद ने अपने शपथ-पत्र में यह अंकित किया है कि मथुरालाल प्रार्थी के स्टेटमेंट आफ क्लेम पर फर्जी हस्ताक्षर हैं। किसी अन्य व्यक्ति द्वारा फर्जी क्लेम पेश किया गया है। मथुरालाल को नौकरी से नहीं निकाला वह तो स्वयं छोड़कर चला गया। प्रति परीक्षा में इस गवाह का कथन है कि 15-11-77 से 15-2-88 तक किस-किस महीने में श्रमिक ने कितना काम किया, वह नहीं बता सकता, रिकार्ड देखकर बता सकता है, रिकार्ड साथ नहीं लाया। हमने श्रमिक को नौकरी से नहीं हटाया इसलिये नोटिस नहीं दिया और इसीलिये छंटनी मुआवजा नहीं दिया। यह सही है कि श्रमिक का नाम रजिस्टर से

हटा दिया क्योंकि वह काम पर ही नहीं आया था। श्रमिक को आरोप-पत्र नहीं दिया था। हमारे साक्षी दिलीप कुमार ने भी अपने शपथ-पत्र में उक्त गवाह शफी मोहम्मद द्वारा बताये गये तथ्यों को ही दोहराया है। प्रतिपरीक्षा में इस गवाह का कथन है कि शपथ-पत्र मथुरालाल के ऊपर ए से बी दस्तखत उसी के हैं। आगे कथन दिया है कि उसे नहीं मालूम कि श्रमिक ने 15-11-77 से 15-2-88 तक लगातार काम किया हो। श्रमिक की छंटनी नहीं की इसलिये मुआवजा नहीं दिया। उसे पता नहीं कि हाजिरी रजिस्टर व वेतन रजिस्टर यहां पेश किया था नहीं। मथुरालाल ने इस्तीफा नहीं दिया, अपनी मरजी से नहीं आया। तीसरे गवाह छोटू ने अपने वयानों में यह कहा है कि मथुरालाल द्वारा जो रिकार्ड पेश किया जाता था, उसके अनुसार मजदूरों को पेमेंट दिया जाता था। वर्ष 1988 में मुंशी मथुरालाल ने मुझे कहा कि मैंने तेरे द्वारा किये गये कार्य का हिसाब जो रखा है, उसमें फर्जी काटने का 5-6 सौ फुट हिसाब बढ़कर दर्ज कर दिया है। इस कार्य का तुझे जो पेमेंट मिले उसमें से आधा मुझे दे देना। प्रतिपरीक्षा में इस गवाह का कथन है कि यह बात सही है कि यह इनके यहां सन् 1988 से काम कर रहा है। मथुरालाल ने 500-600 फीट फर्जी हिसाब में बढ़ा-चढ़ा कर बताने की बात 1988 में कही थी, परन्तु पता नहीं कौन से महीने की बात है, दूसरा या तीसरा महीना था चौथे गवाह अब्दुल हनीफ ने अपने शपथ-पत्र में यह बताया है कि मथुरालाल ने अपना विवाद सहायक श्रमायुक्त (केन्द्रीय) कोटा के समक्ष चलाने से इन्कार कर दिया था। मथुरालाल को कभी भी नौकरी से नहीं निकाला, वह स्वयं ही अपना कोई अन्य कार्य होने के कारण प्रतिपरीक्षा के यहां से कार्य छोड़कर चला गया था। उसने कभी भी एक वर्ष में 240 दिन पूर्ण कार्य नहीं किया था। प्रतिपरीक्षा में इस गवाह का कथन है कि उसे इस बात की जानकारी नहीं कि समझौता अधिकारी के द्वारा हमारे द्वारा प्रेषित प्रार्थी श्रमिक के किसी प्रार्थना-पत्र को अथवा प्रदर्श डब्ल्यू. 3 को फर्जी माना गया हो। प्रार्थी श्रमिक ने काम छोड़ने का कोई मेवा त्यागपत्र नहीं दिया। हमारे द्वारा प्रार्थी श्रमिक के अनुपस्थित रहने पर कोई नोटिस नहीं दिया गया, ना ही कोई आरोप-पत्र दिया गया एवं ना ही इस सन्दर्भ में जांच करवायी गयी। यह सही है कि प्रार्थी श्रमिक जब उनके यहां नियोजित रहा तब कोकपिट सुपरवाइजर रहा था।

12. उभयपक्ष की साक्ष्य के विश्लेषण से प्रकट है कि अप्रार्थी नियोजक के मुकाबले प्रार्थी की साक्ष्य अधिक विश्वसनीय है। प्रार्थी ने अपने शपथ-पत्र में दि. 15-11-77 से 15-2-88 तक अप्रार्थी के यहां निरन्तर कार्य करना कहा है जिसका कोई खण्डन अप्रार्थी नियोजक की ओर से पेश नहीं हुआ है। अप्रार्थी के गवाहान जिनकी साक्ष्य का विवेचन ऊपर किया गया है, ने स्पष्ट रूप से स्वीकार किया है कि प्रार्थी से सम्बन्धित अभिलेख जोकि उनके कब्जे में था,

न्यायालय में पेश नहीं किया गया है जिसके कारण जो उत्तम साक्ष्य अप्रार्थी नियोजक के कब्जे में थी, न्यायालय के समक्ष पेश नहीं होना पायी जाती है। इस मामले के तथ्यों पर विद्वान प्रतिनिधि प्रार्थी की ओर से जो उपर्युक्त न्याय-दृष्टांत पेश किये गये हैं, पूरी तरह लागू होते हैं। अप्रार्थी द्वारा प्रार्थी से सम्बन्धित अभिलेख पेश नहीं किये जाने के कारण, अप्रार्थी के गवाहान, प्रार्थी की तुलना में अविश्वसनीय हो जाते हैं। अभिलेख पर असफल वार्ता प्रतिवेदन प्रदर्श इन्क्यू. 3 मौजूद है जिसमें यह अंकित है कि मथुरालाल के हस्ताक्षर जो विवाद वापस लेने के सम्बन्ध में उनके समक्ष पेश हुए थे, वह बिल्कुल अलग हैं, अर्थात् उस पर मथुरालाल के हस्ताक्षर नहीं हैं। समझौता अधिकारी के यहां भी अप्रार्थी द्वारा ना तो प्रार्थी से सम्बन्धित कोई अभिलेख प्रस्तुत किया गया है, ना ही उसने आगे वार्ता में भाग लिया है जिससे प्रकट है कि अप्रार्थी नियोजक द्वारा जानबूझ कर सत्यता को छिपाया गया है। अतः प्रार्थी के शपथ-पत्र के आधार पर उसके द्वारा दि. 15-11-77 से 15-2-88 तक निरन्तर कार्य किया जाना व इस अवधि में एक कलेण्डर वर्ष में 240 दिन से अधिक कार्य किया जाना प्रमाणित है।

13. जहां तक प्रार्थी श्रमिक के स्वयं नौकरी छोड़कर जाने का प्रश्न है, इस सम्बन्ध में प्रार्थी ने अपने शपथ-पत्र में स्पष्ट रूप से यह कहा है कि यह 16-2-88 से अकारण बिना पूर्व सूचना के नौकरी से निकाल दिया गया था। अप्रार्थी की ओर से जो गवाहान पेश हुए हैं, उन्होंने अपनी प्रतिपरीक्षा में स्वीकार किया है कि प्रार्थी ने कोई त्याग-पत्र नहीं दिया, ना उसको सेवा से अनुपस्थित रहने बाबत कोई नोटिस दिया गया, ना अनुपस्थिति बाबत कोई आरोप-पत्र दिया गया। इस प्रकार प्रार्थी द्वारा स्वयं सेवा से त्याग-पत्र दिया जाना या कार्य छोड़ा जाना विश्वसनीय नहीं माना जा सकता।

14. प्रार्थी श्रमिक ने दि. 15-11-77 से 15-2-88 तक की अवधि में अप्रार्थी नियोजक के यहां लगातार कार्य किया था और इस अवधि में प्रत्येक कलेण्डर वर्ष में 240 दिन पूर्ण कर लिये थे। उसे सेवा से हटाये जाने के पूर्व स्वीकृत रूप से अधिनियम की धारा 25-एफ के आज्ञात्मक प्रावधानों की पालना नहीं की गयी थी, जबकि दैनिक वेतन भोगी कर्मचारी के मामले में भी जिसने कि एक कलेण्डर वर्ष में 240 दिन पूर्ण कर लिये हों, नियोजक के लिए अधिनियम की धारा 25-एफ के आज्ञात्मक प्रावधानों की पालना किया जाना आवश्यक है। इस मत की पुष्टि निर्णय "2001 (88) एफ.एल.आर. 508(एस.सी.) वीपचन्द्र बनाम उत्तरप्रदेश राज्य एवं अन्य" से होती है। अतः प्रार्थी श्रमिक को अप्रार्थी नियोजक द्वारा दिनांक 16-2-88 से सेवा से पृथक किया जाना अनुचित व अवैध है व प्रार्थी श्रमिक अपनी सेवा की निरन्तरता सहित पुनः सेवा में लिये जाने का अधिकारी घोषित होने योग्य पाया जाता है।

15. जहां तक प्रार्थी श्रमिक के सेवा पृथक अवधि में अन्यत्र लाभकारी नियोजन में रहने का प्रश्न है, प्रार्थी ने

अपने क्लेम व शपथ-पत्र में इस बारे में कुछ भी अंकित नहीं किया है, अपनी प्रतिपरीक्षा में यह अवश्य कहा है कि उसने नियोजक के यहां से कार्य छोड़ने के बाद अन्य जगह कोई कार्य नहीं किया। लेकिन प्रार्थी का यह कथन पूर्ण विश्वसनीय नहीं माना जा सकता, क्योंकि प्रार्थी ने अपने परिवार का भरण-पोषण करने के लिए कुछ न कुछ कार्य कर कुछ लाभान्वित अवश्य किया होगा। अतः प्रकरण के तथ्यों व समस्त परिस्थितियों को दृष्टिगत रखते हुए प्रार्थी को पिछले वेतन के रूप में 25% वेतन दिलवाया जाना ही उपयुक्त समझा जाता है।

परिणामतः भारत सरकार, श्रम मंत्रालय, नई दिल्ली द्वारा सम्प्रेषित निर्देश/विवाद का अधिनिर्णयन कर इस प्रकार उत्तरित किया जाता है कि अप्रार्थी नियोजक प्रबन्धक, म. अन्दुल करीम स्टोन काट्रेक्टर, कूकड़ा लाईम स्टोन माईन्स, मोड़क जिला कोटा द्वारा प्रार्थी श्रमिक मथुरालाल पुत्र श्री रामनारायण को दि. 16-2-88 से सेवा से पृथक करना उचित एवं वैध नहीं है और प्रकरण के तथ्यों व समस्त परिस्थितियों में प्रार्थी श्रमिक अपनी सेवा की निरन्तरता व पिछले 25% वेतन सहित सेवा में पुनर्स्थापित होने का अधिकारी घोषित किया जाता है।

अधिनिर्णय आज दिनांक 4-4-2002 को खुले न्यायाधि-करण में सुनाया गया जिसे नियमानुसार समुचित सरकार को प्रकाशनार्थ भिजवाया जावे।

मणि शंकर व्यास, न्यायाधीश

नई दिल्ली, 30 मई, 2002

का.भा. 2149.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिन्दुस्तान जिंक लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय उदयपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-5-2002 को प्राप्त हुआ था।

[सं. एल.-29012/64/95-आई.आर. (एम.)]

बी.एम. डेविड, अव्वर सचिव

New Delhi, the 30th May, 2002

S.O. 2149.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Udaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Hindustan Zinc Ltd. and their workman, which was received by the Central Government on 29-5-2002.

[No. L-29012/64/95-IR(M)]

B. M. DAVID, Under Secy.

अनुबन्ध

न्यायालय : न्यायाधीश, औद्योगिक विवाद अधिकरण एवं श्रम न्यायालय, उदयपुर

पीठासीन अधिकारी : श्री पी एन खण्डेलवाल, आर एच जे एस औद्योगिक विवाद संख्या 3/95

लक्ष्मीनारायण पुत्र वेणीराम सालवी, निवासी सालवी कालोनी, किशनपोल, उदयपुर (मृतक) —प्राथी

बनाम

उपमहाप्रबन्धक हिन्दुस्तान जिक लि., राजपुरा दरीबा खदान दरीबा जिला राजसमंद —विपक्षी

उपस्थित —

श्री सी पी शर्मा : प्राथी की ओर से

श्री बी एल गुप्ता : विपक्षी की ओर से
पंचाट दिनांक 1-5-2002

भारत सरकार के श्रम विभाग द्वारा जरिये पत्र क्रमांक एल-29012/64/95 आई आर (विविध) दि. 29-9-95 द्वारा निम्न आशय का प्रसंग इस न्यायालय को प्रेषित किया गया।

“क्या श्री लक्ष्मीनारायण पुत्र श्री वेणीराम को उपमहा-प्रबन्धक हिन्दुस्तान जिक लि. राजपुरा दरीबा खदान के द्वारा दि. 1-7-89 को सेवा से पृथक किया जाना उचित एवं वैध है? यदि नहीं तो श्रमिक किस राहत का अधिकारी है?”

उक्त आशय का प्रसंग प्राप्त होने पर न्यायालय द्वारा दिनांक 11-10-95 को दर्ज रजि. किया जाकर पक्षकारान को नोटिस जारी किये गये। जिस पर प्राथी की ओर से क्लेम व विपक्षी की ओर से जवाब पेश किया गया।

संक्षेप में प्रार्थना पत्र के तथ्य इस प्रकार हैं कि प्राथी को विपक्षी नियोजक ने सर्वप्रथम दि. 27-8-84 को आदेश संख्या राज./कार्मिक/14/2492 के द्वारा मजदूर के पद पर 740 रु. प्रतिमाह पर नियुक्ति दी एवं प्राथी दि. 12-9-84 को अपनी ड्यूटी पर उपस्थित हुआ। प्राथी का कार्य संतोष-प्रद रहने से उसे दि. 10-11 जमबरी, 86 को रहने के लिए क्वार्टर आवंटित किया गया। विपक्षी प्रतिष्ठान में सेवारत रहने से उसका स्वास्थ्य खराब रहने लगा और वह बीमारी की छुट्टी लेने को मजबूर हुआ। प्राथी अवकाश पर चल रहा था कि इसी बीच विपक्षी प्रतिष्ठान ने एक आदेश दिनांक 17-10-86 के द्वारा बिना कोई एक माह का नोटिस दिये या नोटिस के अभाव में एक माह की पगार दिये सेवा से पृथक कर दिया। प्राथी ने विपक्षी प्रतिष्ठान के उच्च अधिकारियों का ध्यान आकृष्ट किया तो प्राथी को पुनः दि. 17-7-87 को सेवा में रख लिया गया। प्राथी अचानक बीमार हो गया। और उसने विपक्षी को दि. 1-4-89

से 30-6-89 तक की बीमारी का अवकाश दिया। विपक्षी नियोजक ने उसके उस प्रार्थना पत्र पर कोई कार्य-बाही की, इसकी उसे कोई सूचना नहीं दी गई और प्राथी इसी भरोसे रहा कि उसकी बीमारी का अवकाश स्वीकार कर लिया गया है प्राथी दि. 1-7-89 को ड्यूटी पर पहुंचा तो उसे सूचित किया गया कि उसकी सेवाएं समाप्त कर दी गई हैं। इस प्रकार विपक्षी ने प्राथी की सेवाएं दि. 18/19-4-90 को समाप्त कर दी सेवा समाप्ति से पूर्व एक माह का नोटिस व नोटिस पे नहीं दिया गया 240 दिन से अधिक की सेवा कर ली थी। अतः पुनः सेवा में लिया जाकर समस्त सेवा लाभ प्रदान कराये जावे।

विपक्षी ने अपने जवाब आवेदन में यह उल्लिखित किया है कि प्राथी की नियुक्ति समेकित वेतन पर प्रस्तावित होकर अन्य शर्तों के साथ इस शर्त पर भी आधारित थी कि नियमित मजदूर का एक वर्ष के परीक्षण परीक्षा अवधि संतोषप्रद ढंग से पूरा करने के बाद दी जा सकेगी। प्राथी ने अपने कार्य में रुचि न लेते हुए असाधारण रूप से अनुपस्थित रहने के कारण प्राथी का परीक्षा काल 6 माह हेतु बढ़ाया गया। बढ़े हुए परीक्षा काल में प्राथी पुनः 59 दिन तक अनुपस्थित रहा। प्राथी का परीक्षाकाल पुनः 6 माह के लिए बढ़ाया गया। प्राथी को पत्र दि. 8-4-85, 31-5-85, 28-8-85, 1-8-86, 8-8-86 द्वारा अपनी उपस्थिति में सुधार हेतु चेतावनी दी गई परन्तु प्राथी द्वारा अनवेक्षा किया गया व प्राथी की अनुपस्थिति को देखते हुए प्रबन्धन द्वारा दि. 17-10-86 के द्वारा प्राथी की सेवा नियुक्ति प्रस्ताव की सेवा शर्त नं. 1 के अनुसार समाप्त कर दी गई। प्राथी को पुनः मजदूर अथवा परीक्षाधीन मजदूर पद पर सेवा नहीं दी गई। दि. 17-7-87 को प्राथी को पुनः आकस्मिक मजदूरों के रूप में रखा गया लेकिन प्राथी स्वेच्छा से दि. 1-4-89 से सेवा से अनुपस्थित हो गया। प्राथी को पूर्व में भी काफी बार सुधार के अवसर दिये गये और पुनः आकस्मिक मजदूरों के रूप में मानवीय आधार पर रखा गया परन्तु प्राथी ने अत्यधिक अनाधिकृत रूप से अनुपस्थित रह कर कार्य के प्रति अरुचि का प्रदर्शन किया और स्वेच्छा से अनुपस्थित रहा। अतः क्लेम सम्बन्ध खारिज किया जावे।

प्राथी लक्ष्मीनारायण की मृत्यु हो जाने से उसकी पत्नी दाढमबाई ने एक शपथ पत्र प्रस्तुत किया। प्राथीया के उपस्थित नहीं आने से विपक्षी द्वारा उससे प्रतिपरीक्षण नहीं किया जा सका। अतः प्राथीया का शपथ-पत्र साक्ष्य में ग्राह्य नहीं है। विपक्षी की ओर से रामचन्द्र भीणा, उपप्रबन्धक हिन्दुस्तान जिक लि. का शपथपत्र प्रस्तुत किया गया। इस साक्षी से प्रतिपरीक्षण किया गया दस्तावेजी साक्ष्य में प्राथी का विपक्षी को पत्र दि. 18-1-90, 20-3-90 विपक्षी का प्राथी को पत्र दि. 18/19-4-90, प्राथी का विपक्षी को पत्र दि. 30-6-90, 7-2-91, रोग प्रमाणपत्र, कार्य दिवस का विवरण, आदि पेश किये गये।

न्यायालय द्वारा सम्पूर्ण तथ्यों का अवलोकन किया जाकर दोनों पक्षों के प्रतिनिधिगण की बहुसंख्य सुनी गई जिसमें लगभग उन्हीं तथ्यों का विस्तार के साथ उल्लेख किया गया जिनका उल्लेख क्लेम व जवाब में किया गया है। सभी परिस्थितियों पर विचार करने के उपरान्त यह देखना है कि इस प्रकरण में किस आशय का अवार्ड पारित किया जाना चाहिये।

विपक्षी के साक्षी रामचन्द्र मोणा ने अपने प्रतिपरीक्षण में यह कथन किया है कि प्रार्थी हमारे यहां अंडरग्राउंड माईन्स में काम करता था। उसकी उपस्थिति खान में प्रवेश करने समय फार्म नं. 4 में अंकित की जाती थी जिसके आधार पर मस्टरोल में लिखी जाती है। प्रार्थी को नोटिस दिये उसमें से दो के उत्तर प्रार्थी ने दिये। यह गलत है कि अन्य नोटिस का भी प्रार्थी ने उत्तर दिया। यह गलत है कि प्रार्थी ने प्रत्येक वर्ष 240 दिन काम किया। प्रदर्श एम 5 में कार्य विवस मे वास्तविक उपस्थिति के दिन हैं। रविवार व अन्य अवकाश शामिल नहीं हैं। 17-6-86 को प्रार्थी को सेवा से हटाने के बाद उसके आदेश पर 16-5-87 को उसे आकस्मिक श्रमिक के तौर पर कार्य पर लिया गया। दि. 1-4-89 को प्रार्थी को हटाया नहीं बल्कि मार्च 89 से प्रार्थी ने स्वयं कार्य पर आना बंद कर दिया। यह गलत है कि 16-5-87 के बाद भी 1-4-89 तक प्रार्थी ने 240 दिन से अधिक काम एक वर्ष में किया।

प्रस्तुत प्रकरण में जो अभिलेख प्रार्थी पक्ष व विपक्षी की तरफ से पेश किये गये हैं उससे यह स्पष्ट है कि प्रार्थी विपक्षी कम्पनी में अस्थायी रूप से दैनिक वेतन भोगी श्रमिक के रूप में कार्यरत रहा है जिसकी सेवाएं विपक्षी प्रबंधन द्वारा समाप्त की गई है। तत्पश्चात् प्रार्थी ने समस्त-समय पर विपक्षी कम्पनी को प्रदर्श 1, 2, 4, व 5 आदेशों पर प्रस्तुत किये हैं व विपक्षी कम्पनी की तरफ से प्रदर्श 3 जवाब भेजा गया है। प्रार्थी ने जितनी अवधि तक विपक्षी कम्पनी में कार्य किया है उसका विवरण विपक्षी प्रबंधन द्वारा अनुसंग्रह 5 में दस्तक दिया हुआ है। औ.वि. अधि. की धारा 25 बी में निरंतर सेवा को परिभाषित किया हुआ है। जिसके अनुसार यदि कोई श्रमिक खदान के अंदर कार्य करता है तथा उसकी सेवा अवधि 190 दिन की है तो उसकी निरंतरता सेवा की अवधि में गणनीय है। प्रस्तुत प्रकरण में अनुसंग्रह 5 विपक्षी प्रबंधन द्वारा पेश किया गया है उससे स्पष्ट है कि प्रार्थी ने वर्ष 88 के अप्रैल माह से वर्ष 89 के मार्च माह तक 202 दिन निरंतर कार्य किया है और इस प्रकार उसने औ.वि.अधि. की धारा 25 बी में वर्णित खदान के अन्तर्गत कार्य करने की वर्णित अवधि 190 दिन से अधिक निरंतर कार्य किया है और ऐसे श्रमिक को विपक्षी प्रबंधन ने औ.वि.अधि. की धारा 25 एफ की पालना किये बिना सेवा से पृथक् किया है जो किसी प्रकार से उचित व वैध नहीं कहा जा सकता। जहां तक प्रार्थी के

वारिसों को पुनः सेवा में पदस्थापित करने का प्रश्न है इस संबंध में यह उल्लेखनीय है कि प्रार्थी की देहावसान होने के बाद उसकी धर्मपत्नी की तरफ से शपथ-पत्र प्रस्तुत किया गया है लेकिन चूंकि प्रार्थी स्वयं दैनिक वेतन भोगी श्रमिक के रूप में विपक्षी कम्पनी में कार्यरत था और उसकी सेवा विपक्षी प्रबंधन द्वारा नियमित नहीं की गई थी। ऐसी स्थिति में दैनिक वेतनभोगी श्रमिक के रूप में रहे किसी वारिस को सेवा में पदस्थापित किये जाने का आदेश दिया जाना न्यायोचित प्रतीत नहीं होता है। लेकिन चूंकि विपक्षी प्रबंधन ने प्रार्थी की सेवा औ.वि. अधि. की धारा 25 एफ के प्रावधानों के विपरीत समाप्त की है ऐसी स्थिति में प्रार्थी का सेवा मुक्ति का आदेश उचित व वैध नहीं है। अतः प्रार्थी को क्षतिपूर्ति के रूप में एक मुश्त 25,000 रु. की राशि दिलाया जाना न्यायोचित है। तदनुसार यह विवाद अधिनिर्णीत किया जाता है।

अतः प्रार्थी लक्ष्मी नारायण पुत्र बेनीराम को उपमहा-प्रबंधक, हिन्दुस्तान जिंक लि. राजपुरा दरीवा खदान के द्वारा दि. 1-7-89 को सेवा से पृथक् किया जाना उचित एवं वैध नहीं है। इस अवैधानिक सेवा समाप्ति के परिणामस्वरूप मृतक लक्ष्मी नारायण के उत्तराधिकारी उसकी पत्नी बाबमबाई उपरोक्त विपक्षी नियोजक से क्षतिपूर्ति के रूप में 25,000 रु. प्राप्त करने की अधिकारिणी है। विपक्षी कम्पनी उक्त राशि मृतक लक्ष्मी नारायण की धर्मपत्नी बाबमबाई को अवार्ड पारित होने के तीन माह के अंदर अदा करेंगे। उक्त राशि तीन माह के अंदर अदा नहीं होने पर इस राशि पर नौ प्रतिशत वार्षिक की दर से व्याज भी देय होगा। पंचाट प्रकाशनार्थ भारत सरकार को भेजा जाये।

पंचाट आज दिनांक 1-5-2002 को खुले न्यायालय लिखाया जाकर सुनाया गया।

पी. एन. खड्गेनवान, न्यायाधीश

नई दिल्ली, 30 मई, 2002

का.आ. 2150.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आर. के. मार्बलम के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में श्रम. न्यायालय, उदयपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-05-02 को प्राप्त हुआ था।

[सं. एल-29012/88/2001-आई.आर.(एम)]

बी.एम. डेविड, अव्वर सचिव

New Delhi, the 30th May, 2002

S.O. 2150.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Udaipur as shown in the

Annexure in the Industrial Dispute between the employers in relation to the management of R.K. Marbles and their workman, which was received by the Central Government on 29-5-2002.

[No. L-29012/88/2001-IR(M)]

B. M. DAVID, Under Secy.

अनुबंध

श्रम न्यायालय उदयपुर

मु. न. 9/2002, आई टी आर-केन्द्र सरकार
अनवीन-गजेन्द्र सिंह सुपुत्र गिरधारी सिंह शाना
बनाम ज. मैने. आर.के. मार्बल

[अधि. नं. 29012/88/01-आई आर(एम)]

दि. 29-1-2002

निर्णय

15-4-2002

प्रार्थी की ओर से अशोक पालीवाल एड. ने अधिकार पत्र पेश किया है। विपक्षी की ओर से मो. शरीफ छीपा एड. ने अधिकार-पत्र पेश किया है। प्रार्थी प्रतिनिधि ने क्लेम पेश करने हेतु अक्षर चारु, पलावली वास्ते क्लेम दि. 19-4-2002 को पेश होगा।

इतना लिखने पर प्रार्थी स्वयं उप. हुआ और प्रार्थनापत्र पेश किया कि मेरा व विपक्षी नियोजक से राजीनामा हो गया है अब मैं इस विवाद में राजीनामा के कारण कोई कार्यवाही नहीं चाहता हूँ। अतः हस्त प्रार्थीपत्र प्रार्थी के इस विषय में राजीनामा हो जाने के कारण कार्यवाही नहीं चाहने के कारण प्रार्थी के पक्ष में कोई विवाद नहीं "नो डिस्पूट" अवार्ड जारी किया जाता है सूचना राज्य सरकार को भेजी जावे। प्रार्थी को अशोक पालीवाल एड. ने शनाक्ष किया। पलावली फैसला शमार होकर दाखिल दफतर हो।

ह./-अपठनीय

पीठासीन अधिकारी

नई दिल्ली, 30 मई, 2002

का.आ. 2151.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ऑयल एण्ड नेचुरल गैस कमिशन के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नई के पंचाट (संदर्भ संख्या 8/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-05-02 को प्राप्त हुआ था।

[सं.एल-30011/37/99-आई.आर. (विधि)]

बी.एम. डेविड, अवसर सचिव

New Delhi, the 30th May, 2002

S.O. 2151.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.

8/2000) of the Central Government Industrial Tribunal, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Oil and Natural Gas Corporation and their workman, which was received by the Central Government on 29-5-2002.

[No. L-30011/37/99-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, CHENNAI

Thursday, the 2nd May, 2002

PRESENT :

K. Karthikeyan, Presiding Officer,
Industrial Dispute No. 8/2000

(In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workmen and the Management of Oil and Natural Gas Commission Ltd.)

BETWEEN

The Secretary,

I Party/Claimant

ONGC Madras Port Contract
Employees Union, Chennai.

AND

The Regional Director
Oil and Natural Gas
Commission Ltd., Chennai.

APPEARANCES :

For the Claimant : M/s. K. M. Ramesh and S.
Vaidyanathan, Advocates.

For the Management : M/s. P. Rathinadurai, D.
Sarvanan, and P. T. Kamalapriya, Advocates.

ORDER

The Government of India, Ministry of Labour in exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947), have referred the concerned dispute for adjudication vide Order No. L-30011/37/99/IR(M) dated 17-11-1999.

2. On receipt of the records from the Government of India, Ministry of Labour, this case has been taken on file as I.D. No. 8/2000 and notices were sent to the parties to the dispute, with a direction to appear before this Tribunal on 10-7-2000 to prosecute this case further. Accordingly, the learned counsel on either side along with their respective parties have appeared and prosecuted this case by filing their Claim Statement and Counter Statement respectively.

3. In the Schedule of Reference dated 17-11-99, the Ministry has mentioned that the demand of the Petitioner Union is for regularisation of 42 contract labour listed in Annexure 'A'. But in the Annexure, it is mentioned by name 12 supervisors and 42 mazdoors as the workmen for whom the demand has been made by the Union. Then on taking further steps by the I Party/Union with the Ministry, a corrigendum

dated 13-10-2000 has been issued for the correction of the figure 42 mentioned in the Schedule of Reference as 54. Then the II Party/Management filed an additional written statement. Then the I Party has filed a rejoinder for the additional Counter Statement filed by the II Party.

4. On the basis of the plea raised by the II Party/Management, the Ministry of Labour, Government of India declined to refer the dispute holding that there exists no dispute between the ONGC and the workmen concerned as at no point of time, they were employed by ONGC, when the members of the I Party earlier through Transport and Dock Workers Union sought a reference of industrial dispute for adjudication against the II Party, it was decided to enquire into the preliminary issue of maintainability of this Industrial dispute raised by the I Party against the II Party and the case was adjourned to 8-12-2001. On that day, the I Party has filed a rejoinder statement stating that it is not aware as to when the Ministry of Labour passed orders declining to refer the industrial dispute for adjudication and the objection of the II Party about the maintainability of the industrial dispute is totally baseless and unfrivolous.

5. On 8-12-2001, a petition for adjournment was filed by the II Party, stating Writ Petition has been filed in High Court. Subsequently, in view of the order of stay passed by the High Court, the Writ Petition filed by the II Party, the further proceedings in this matter has been stayed.

6. When the matter was taken up for enquiry today, the counsel appearing on either side are present. The counsel for the II Party files a memo with the copy of the order of the High Court passed in W.P. No. 21407/2000 dated 19-4-2002. In that order, the High Court of Madras was pleased to hold that the Writ Petition will stand allowed and the order of reference L-30011/37/99-IR(M) dated 17-11-99 and the corrigendum dated 13-10-2000 shall stand set aside. The memo has been recorded, after giving notice to the counsel for the I Party.

7. From the copy of the order filed by the II Party/Management, it is seen that the Hon'ble High Court of Madras on 19-4-2002 in W.P. No. 21407/2000, passed an order allowing the Writ Petition and set aside the order of reference passed by the Government of India, Ministry of Labour, which is the industrial dispute in question for adjudication before this Tribunal. In that Writ Petition, the Government of India, Ministry of Labour which made the reference in question, is the 1st Respondent, while the Petitioner Union and the Union through which the aggrieved workmen raised the dispute earlier are 3rd and 4th Respondents respectively and the II Party/Management is the Petitioner in that Writ Petition. Under such circumstances, this Tribunal has to put an end for adjudication for the referred industrial dispute as reference closed.

8. Thus, the industrial dispute No. 8/2000 has been disposed of.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 2nd May, 2002.)

K. KARTHIKEYAN, Presiding Officer

नई दिल्ली, 30 मई, 2002

का.आ. 2152.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत गोल्ड माईन्स लि. के प्रबंधन के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बंगलोर के पंचाट (संदर्भ संख्या 62/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-05-2002 को प्राप्त हुआ था।

[सं.एल-43012/8/2000-आई.आर. (विविध)]
बी.एम. डेविड, अवर सचिव

New Delhi, the 30th May, 2002

S.O. 2152.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 62/2000) of the Central Government Industrial Tribunal Bangalore, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BHARAT GOLD MINES LTD. and their workman, which was received by the Central Government on 29-5-2002.

[No. L-43012/8/2000-IR(M)]
B. M. DAVID Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT
"SHRAM SADAN"

III MAIN, III CROSS, II PHASE, TUMKUR
ROAD, YESHWANTHPUR, BANGALORE

Dated : 7th May, 2002

PRESENT :

Hon'ble Shri V. N. Kulkarni, B.Com., LLB.,
Presiding Officer.

CGIT-CUM-LBOUR COURT, BANGALORE

C.R. No. 62/2000

I PARTY

Shri Denni,
C/o Shri Shri S. Savaridoss,
CITU,
Marikuppam,
Kolar Gold Field-563119

II PARTY

The Managing Director,
Suvarna Bhavan,
Bharat Gold Mines Ltd.,
Oorgaum Post,
Kolar Gold Field-563120

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (2A) of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-43012/8/2000/IR(M) dated 18th August, 2000 for adjudication on the following schedule ;

SCHEDULE

"Whether the claim of Shri Denni, for adopting the following formula for the payment of Voluntary Retirement Scheme dues is proper? Last drawn wageX30 daysXNo. of years." 26 days

2. The first party workman has raised this dispute that whether the claim for adopting the formula for the payment of Voluntary Retirement Scheme dues is proper? i.e. Last Drawn wageX30 daysXNo. of years. 26 days

3. After the dispute is referred, the first party workman remained absent. It appears that the workman is not interested in this reference. Accordingly I proceed to pass the following Order.

ORDER

The reference is rejected.

(Dictated to PA transcribed by her corrected and signed by me on 7th May, 2002).

V. N. KULKARNI, Presiding Officer

नई दिल्ली, 30 मई, 2002

का.आ. 2153.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कलकत्ता लाइसेंसड मेजर्स को-ऑपरेटिव सोसायटी लि. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कोलकाता के पंचाट (संदर्भ संख्या 25/1989) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-05-2002 को प्राप्त हुआ था।

[सं. एल-32011/20/88-डी. III(बी)]

बी.एम. डेविड, अवर सचिव

New Delhi, the 30th May, 2002

S.O. 2153.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 25/1989) of the Central Government Industrial Tribunal, Kolkata now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Calcutta Licensed Measurers Co-operative Society Ltd. and their workman, which was received by the Central Government on 29-5-2002.

[No. L-32011/20/88-D.(III)B]

B. M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL AT KOLKATA

Reference No. 25 of 1989

1915 GI/02—33

PARTIES :

Employers in relation to the management of Calcutta Licensed Measurers Co-operative Society Ltd., Calcutta.

AND

Their Workmen.

PRESENT :

Mr. Justice Bharat Prasad Sharma, Presiding Officer.

APPEARANCES :

On behalf of Management : None.

On behalf of Workmen : None.

STATE : West Bengal.

Dated : 29th April, 2002.

AWARD

By Order No. L-32011/20/88-D.III(B) dated 31st July, 1989 the Central Government in exercise of its powers under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Calcutta Licensed Measurers Co-operative Society Ltd., 3, Satya Doctor Road, Calcutta-700023 in dismissing the services of S/Shri Gour Mohan Chatterjee and Murari Ballav Sarkar with effect from 30-7-88 is justified? If not, what relief are the said workmen entitled to?"

2. This is a case of the year 1989 and when the first notice was issued a letter was received from Mr. P. B. Subba, Advocate stating that on the prayer of the management Hon'ble High Court at Calcutta issued a Rule staying further proceedings in the case and in such view of the matter, further proceedings in the case was stayed. On assuming charge of this Tribunal I directed the office to issue notice to the parties for supplying information about the latest position of the case before the Hon'ble High Court and accordingly notices were issued fixing 27-8-2001. On that date one person appeared for the management without filing any authority and stated that the matter is pending in the Hon'ble High Court. However the case was fixed on 11-2-2002 when the parties were to supply the information about the latest position of the case before the Hon'ble High Court. But, on 11-2-2002 none appeared, nor the information as required was supplied. It appears from the record no one ever appeared on behalf of the union in this case even though notices were issued to it thrice. The first notice was served. Second notice came back unserved with the endorsement "intimated". The third notice also came back unserved without any such endorsement.

2. In the circumstance, it is clear that the parties are no longer interested to proceed with the present case any further. As such, it is clearly a case of no dispute. The present reference is accordingly disposed of by passing a "No Dispute" Award.

Dated, Kolkata,

The 29th April, 2002.

B.P. SHARMA, Presiding Officer

नई दिल्ली, 30 मई, 2002

APPEARANCE :

For the Workman : M/s. A. Mani, S. Gunaseelan
& Josephine Immaculate, Advocates.

For the Management No. 1 : M/s. A. J. Jawad,
R. J. Kannan &
V. Lokesh, Advocates

For the Management No. 2 : Sri V. J. Arulraj,
Advocate

का.आ. 2154.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एयरपोर्ट ऑथोरिटी ऑफ इंडिया के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चेन्नई के पंचाट (संदर्भ संख्या 249/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-5-2002 को प्राप्त हुआ था।

[सं.एल-11012/10/99-आई.आर. (विविध)]
बी.एम. डेविड, अवर सचिव

New Delhi, the 30th May, 2002

S.O. 2154.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 249/2001) of the Central Government Industrial Tribunal, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Airport Authority of India and their workman, which was received by the Central Government on 29-5-2002.

[No. L-11012/10/99-IR(M)]
B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, CHENNAI

Wednesady, the 22nd May, 2002

PRESENT :

K. Karthikeyan, Presiding Officer,
Industrial Dispute No. 249/2001

(Tamil Nadu State Industrial Tribunal

I.D. No. 263/99)

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Ms. Queen Elizabeth and the Management of Airport Authority of India, (IAD).

BETWEEN

Ms. Queen Elizabeth : I Party/Workman

AND

1. Airport Authority of India, (IAD),
Corpn. : Party/Management.

2. Tamil Nadu Military Ex-Servicemen
Corpn. : II Party/Management.

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947), have referred the concerned industrial dispute for adjudication vide Order No. L-11012/10/99/IR(M) dated 21-9-1999.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai where the same was taken on file as I.D. No. 263/99. When the matter was pending enquiry in that Tribunal, Government of India, Ministry of Labour was pleased to order transfer of this case also from the file of Tamil Nadu State Industrial Tribunal to this Tribunal for adjudication. On receipt of records from that Tamil Nadu State Industrial Tribunal this case has been taken on file as I.D. No. 249/2001 and notices were sent to the counsel on either side on record, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 9-2-2001 with their respective parties and to prosecute this case further. Accordingly, learned counsel on either side along with their respective parties have appeared and filed their respective Claim Statement and Counter Statement.

When the matter came up before me for final hearing on 6-5-2002, upon perusing the Claim Statement, Counter Statement, the other material papers on record, after hearing the arguments advanced by the learned counsel for the Respondents, and this matter having stood over till this date for consideration, this Tribunal has passed the following :—

AWARD

The Industrial Dispute referred to in the above mentioned order of reference by the Central Govt. for adjudication by this Tribunal is as follows :—

“Whether the demand of Ms. Queen Elizabeth for regularisation of her services by the management of Airport Authority of India is justified ? If so, to what relief she is entitled ?”

2. The averments in the Claim Statement filed by the I Party/Workman Ms. Queen Elizabeth (hereinafter refers to as Petitioner) are briefly as follows:—

The Petitioner Ms. Queen Elizabeth got employment in the 1st Respondent Airport Authority of India through the 2nd Respondent Corporation which is a Tamil Nadu Govt. Undertaking established for the purpose of rehabilitating and re-settlement of Ex-Servicemen and their dependents by providing job opportunities to them. The 2nd Respondent was required to provide lady frisking security guards at the main gate of both the Domestic and International Airport of the 1st Respondent. Accordingly, the Petitioner and few others were sponsored by the 2nd Respondent. The Petitioner had been attending the frisking duty

in three shifts in rotation. It is perennial and permanent in nature. The said frisking duty had been attended by more than eight frisking security permanently. Thus, the 1st Respondent is the principal employer of the Petitioner. The Petitioner's services were utilised by the 1st Respondent as lady frisking security ever since her employment on 3-2-93. She served in that post of lady frisking security guard at the main gate of both domestic and International Airport of the 1st Respondent. In the said manner, the Petitioner successfully completed more than three years of continuous service. She had been given a certificate stating that she had been employed as frisking security guard at IAAI, Chennai through the 2nd Respondent continuously from 3-2-93 to 31-10-96. Therefore, the Petitioner should be regularised in the post which she was holding at the date of abrupt and arbitrary termination of her service. While the Petitioner was in service, all of a sudden, without any proper intimation or showing any reason, the services of the Petitioner was terminated in the evening on 31-10-1996 along with six other lady frisking securities. The action of the Respondents in terminating the services of the Petitioner without prior notice was in violation of principles of natural justice and against all canons of law. The Petitioner sent various letters to the Airport Authority, Delhi, requesting for reinstatement in service, but she had received no reply. So the Petitioner had raised an industrial dispute before the Assistant Labour Commissioner (Central), Chennai. Since it ended in failure, on submission of failure of conciliation report by Assistant Labour Commissioner (Central), Chennai, the Government was pleased to refer this matter for adjudication by this Tribunal. Since the Petitioner has put in more than three years of service, she is eligible to have her services regularised. Though the Petitioner was appointed only through the 2nd Respondent, as her services were lent to the 1st Respondent by the 2nd Respondent, the 1st Respondent is deemed to be her principal employer. As a matter of fact, the Manager of the 1st Respondent was only directly supervising their work. The Petitioner was promised permanence and regularisation of service following the issue of identification card by the 1st Respondent and her finger prints were taken to provide her permanent identification card in order to regularise her service with the 1st Respondent. Hence, the 1st Respondent is bound to confer permanent status on the petitioner. Hence, it is prayed that this Hon'ble Tribunal may be pleased to hold that the Petitioner is entitled to be reinstated into the service of the 1st Respondent with continuity of service, back wages and other monetary benefits.

3. The averments in the Counter Statement of the 1st Respondent Airport Authority of India, Chennai, the II Party/Management are briefly as follows : —

The 1st Respondent Airport Authority of India, Chennai, entered into a contract with the 2nd Respondent Tamil Nadu Military Ex-Servicemen's Corporation Ltd. for providing labour in the form of lady security frisking staff. It is not true to state that the 1st Respondent is the principal employer of the Petitioner. It is denied that the 1st Respondent made promise of permanent employment to the Petitioner. The contract between the 1st and 2nd Respondents came to an end and it was accordingly terminated on 30th October, 1996. In view of the termination of the con-

tract, the Petitioner does not have any independent right. As the Petitioner is not the employee of the 1st Respondent she cannot raise an industrial dispute against the 1st Respondent. The contract between the 1st and 2nd Respondents was terminated with the mutual consent of both the parties. The 1st Respondent has nothing to do with the alleged termination of the services of the Petitioner by the 2nd Respondent and therefore, the contention that termination was in violation of principles of natural justice has no legal or factual basis. The judgment of the Supreme Court relief upon is not applicable to the Petitioner and as admitted by her, she was terminated by the 2nd Respondent prior to 6-12-1996 which is the cut-off date fixed by the Hon'ble Supreme Court. In a case relating to contract labour, there is no prohibition to engage contract labour in the absence of any Notification under Section 10 of the Contract Labour (Regulation and Abolition) Act, 1970. In the instant case there is no such notification. The Petitioner was admittedly employed only as lady frisking personnel by the 2nd Respondent and it does not come under the category of sweeping, cleaning, dusting and watch and ward as evident from the letter dated 16-11-1999 issued by the Ministry of Labour, Government of India, in which the job of frisking of visitors and passengers has been specifically exempted from the categories in respect of which contract labour has been prohibited under the earlier notification dated 9-12-1976 and 16-11-99. In the absence of this Notification, the claim for regularisation has to be rejected, as it is well settled by the number of judgments. Hence, this Hon'ble Tribunal may be pleased to dismiss the claim of the Petitioner.

4. The 2nd Respondent has filed a Counter Statement. The averments in the Counter Statement are briefly as follows :—

The 2nd Respondent is a State Government Corporation established under Companies Act with an object of rehabilitating the ex-servicemen. Basically, the 2nd Respondent function as contract security agency and registered with Commissioner of Customs and Central Excise for this duty and functioning as per the guidelines/instructions issued by the Director General of Re-Settlement, Ministry of Defence, Government of India. The 2nd Respondent acts as an agent for providing ex-servicemen security to Central and State Government Undertakings/Departments and passes on the wages received. The management, where the security guards are working, is the principal employer. The 2nd Respondent is compensated by service charges of 18 per cent as fixed by the Director General of Re-Settlement. As and when any Government/Government Undertaking or other establishments requires ex-servicemen, the 2nd Respondent sponsor ex-servicemen and their dependents name according to the requirements and qualifications sought by the said organisation. Before deploying any person to various organisations, an agreement is entered into between the 2nd Respondent and that organisation. As per the agreement, personnel like the Petitioner was sponsored like security guards purely on temporary and contract basis on an yearly basis. The agreement is renewable from time to time. For the services rendered by the 2nd Respondent, the agreed amount as service charges

used to be paid by the principal employer. The personnel like the Petitioner being sent to the 1st Respondent are informed before hand that the arrangements are purely temporary in nature, that too on a contract basis. The 1st Respondent during October, 1996 had terminated the agreement to the 2nd Respondent and consequently, the Petitioner was denied employment by the 1st Respondent. The 2nd Respondent is only a contract security agency and not an industry and hence, the 2nd Respondent is unable to give any relief to the Petitioner but, as and when any future requirements, from other organisations reach the 2nd Respondent, the Petitioner will be given priority in forwarding her name for security duties. The 2nd Respondent admits that the Petitioner's name was offered to the 1st Respondent for contract security duty as lady security guard and that required wage was paid through the 2nd Respondent, the contract security agency. The 2nd Respondent is not aware of any promise for permanence and regularisation of service as stated in the Claim Statement. The relief sought for by the Petitioner is only against the 1st Respondent, the principal employer. Hence, this Hon'ble Tribunal may be pleased to pass appropriate awards as deemed fit under the circumstances of the case.

5. When the matter was taken up for enquiry, the Petitioner and her counsel were not present to prosecute the case further and there was no representation on the side of the 1 Party/Petitioner. The counsel for the II Party/Respondents 1 and 2 represented that they have no oral evidence and documentary evidence and that their respective Counter Statements may be treated as their arguments. Hence, for deciding the referred industrial dispute on merits, with the available records and materials, the orders was reserved

6. The Point for my consideration is—

“Whether the demand of the workman Ms. Queen Elizabeth for regularisation of her services by the management of Airport Authority of India is justified? If so, to what relief she is entitled?”

POINT :—

The I Party/Workman Ms. Queen Elizabeth. the Petitioner herein has raised this industrial dispute against the II Party/Management, Airport Authority of India, Chennai, the 1st Respondent herein, demanding regularisation of her services by the Management of Airport Authority of India, Chennai. In the order of reference, pertaining to this industrial dispute, the Ministry has mentioned that the industrial dispute exists between the employers the management of Airport Authority of India, Tamil Nadu Military Ex-Servicemen's Corporation and their workman Ms. Queen Elizabeth. The industrial dispute between the parties has been mentioned in the schedule as that of the demand made by the Petitioner against the Respondent/Management Airport Authority of India only. In the Claim Statement filed by this Petitioner on 9th February, 2001 for the above referred industrial dispute, she has prayed for a relief by requesting this Tribunal to pass an Award to direct the Airport Authority of India, Chennai, to reinstate the Petitioner into service and pay back all service benefits to her. So from the prayer of the

Petitioner in the Claim Statement, it is seen that though she made a demand initially for regularisation of her service by the management of Airport Authority of India, Chennai, now at the time of filing the Claim Statement, she has asked for the relief of reinstatement into service by the Management of Airport Authority of India, Chennai. It is the admission of the Petitioner in the Claim Statement itself that she along with six other ladies were in contract work of doing the job of lady security frisking staff under the Airport Authority of India, Chennai Airport and that as per the judgement of the Supreme Court dated 6-12-96, her contract labourer status has to be confirmed as a permanent employee. But, she has not mentioned anything with regard to their appointment as lady security frisking staff under the management of Airport Authority of India, Chennai Airport, though it was only in pursuance of the contract between the Airport Authority of India and Tamil Nadu Military Ex-Servicemen's Corporation. It is clearly mentioned in the Counter Statement of the 1st Respondent| Management of Airport Authority of India that they have entered into a contract with Tamil Nadu Ex-Servicemen's Corporation Ltd. for providing labour in the form of lady security frisking staff. The 2nd Respondent, the Tamil Nadu Ex-Servicemen's Corporation Ltd. in their Counter Statement has also stated that it acts as an agent for providing ex-servicemen security to Central and State Govt. Undertakings| Departments and passes on the wages received and the 2nd Respondent is compensated by service charges of 18 per cent as fixed by Director General of Re-Settlement, Ministry of Defence, Government of India. It is further alleged in that Counter Statement that as and when any Govt.|Govt. Undertakings or other establishment requires ex-servicemen, they will sponsor the ex-servicemen and their dependents names according to the requirement and qualifications sought by the said organisation and that an agreement is entered into between the 2nd Respondent and the 1st Respondent to sponsor personnel like the Petitioner as security guards purely on a temporary and contract basis on an yearly basis and the 2nd Respondent used to inform the personnel like the Petitioner before-hand that the arrangements are purely temporary in nature and that too on a contract basis and that the 1st Respondent during October, 1996 terminated the agreement and consequently, the Petitioner was denied employment by the 1st Respondent. All these averments made by the Respondents in their respective Counter Statements have not been denied or disputed by the Petitioner by way of filing any reply statement or by letting any oral or documentary evidence. The contention of both the Respondents that the Petitioner has been sponsored by the 2nd Respondent as a contract labourer to do the work of lady security frisking staff under the 1st Respondent| Management, Airport Authority of India, Chennai Airport, in pursuance of an agreement between the 1st Respondent and the 2nd Respondent for sponsoring personnel like the Petitioner as security guard purely on temporary and yearly contract basis remains un-rebutted. The Petitioner has asked for reinstatement in service by the 1st Respondent, the management of Airport Authority of India, Chennai, stating that all of a sudden, her services were terminated in the evening of 31-10-96 without any proper intimation or showing any reason. She has not stated in her

Claim Statement itself that she has been given appointment to the said post of lady security frisking staff by an order of appointment by the 1st Respondent and any order of termination of service has been issued to her. So, from the available materials, it is seen that the 2nd Respondent Tamil Nadu Military Ex-Servicemen's Corporation, Chennai, only had provided employment to the Petitioner by sponsoring her name as a contract labourer who served as a lady security frisking staff under the management of Airport Authority of India, Chennai Airport and that too in pursuance of a contract between the 1st and 2nd Respondents for providing such personnel for the security work in the Chennai Airport. It is not the plea of the Petitioner that such contract between the 1st and 2nd Respondents for providing contract labourers was a sham or normal contract. The 2nd Respondent has also clearly stated in their Counter Statement that they get service charges of 18 per cent as fixed by the Director General of Re-Settlement and it is not disputed by the Petitioner.

7. It is the contention of the 1st Respondent that the Ministry of Labour, Government of India exempted the job of frisking of visitors and passengers from the categories in respect of which contract labour has been prohibited under the Notification dated 16-11-1999. A xerox copy of the said Notification in the Gazette of India filed into Court by the 1st Respondent. In that notification it is clearly stated that it has been decided not to prohibit the employment of contract labour in the following works/jobs, provided that the wages (consisting of basic pay + dearness allowance) paid to the lowest category of regular employees in the respective establishment are paid to the contract labour and under the column Airport Authority of India, under serial number 4, the jobs of frisking of visitors and passengers have been mentioned as a job that has not been prohibited to employ contract labour. This has been notified subsequent to the judgement of the Supreme Court dated 6-12-96. Further, it is a fact that on 6-12-96 the Petitioner was not engaged as a contract labourer by the 1st Respondent Airport Authority of India and as per her own version in the Claim Statement that she was not further employed beyond 31-10-96 as the contract between the 1st and 2nd Respondents had been concluded on that day. So, under such circumstances, there is no question of termination of service of the Petitioner by the 1st Respondent/Management Airport Authority of India, Chennai Airport. Consequently, the question of reinstatement of the Petitioner into the services of the 1st Respondent does not arise.

8. In the Counter Statement of the 2nd Respondent itself, it is clearly stated that during October, 1996 the agreement between the 1st Respondent and the 2nd Respondent had been terminated and consequently, the Petitioner was denied employment by the 1st Respondent and the 2nd Respondent, the Contract Security Agency would give priority in forwarding the name of the Petitioner for security duty, as and when any future requirement from other organisations reach the 2nd Respondent. Further, the Supreme Court has decided in the STEEL AUTHORITY OF INDIA's case reported as 2001 SUPREME COURT CASES (LMS) 1121 that "the Notification dated 9-12-1976 of the Central Govt. has been quashed prospectively" and further held that "Section 10 of Contract Labour

(Regulation & Abolition Act), 1970 does not imply the concept of automatic absorption of contract labour by the principal employer on issuance of abolition notification and hence, on issuance of a prohibition Notification under section 10(1) the principal employer cannot be required to absorb the contract labourer." Under the above mentioned judgement, the Hon'ble Supreme Court has overruled the judgement of Supreme Court in AIR INDIA STATUTORY CORPORATION Vs. UNITED LABOUR UNION prospectively. It is further held in that judgement that "if the contract is found to be not genuine but a mere camouflage, the so called contract labour will have to be treated as employees of principal employer who shall be directed to regularise the services of the contract labourers in the establishment concerned, subject to the conditions as may be specified by it." It is not the contention of the Petitioner in this case that the contract between the 1st and 2nd Respondents by which she has been engaged as a lady security frisking staff by the 1st Respondent in the Chennai Airport is a mere camouflage and not a genuine contract and it is only a sham and nominal. Hence, this decision of the Supreme Court is quite applicable to the facts of the present case, as it is rightly contended by the learned counsel for the 1st Respondent. Under such circumstances, it can be held that the demand of the workman Ms. Queen Elizabeth for regularisation of her services or for her reinstatement in service with all back wages and attendant benefits by the management of Airport Authority of India is not justified. Hence, she is not entitled for any relief. Thus, the point is answered accordingly.

9. In the result, an Award is passed, holding that the 1 Party/Workman Ms. Queen Elizabeth is not entitled for any relief. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day by the 22nd May, 2002).

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined:—

On either side : None.

Documents Marked:—

On either side : Nil.

नई दिल्ली, 30 मई, 2002

का.आ. 2155.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एयरपोर्ट आथोरिटी ऑफ इण्डिया के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चेन्नई के पंचाट (संदर्भ संख्या 226/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-05-2002 को प्राप्त हुआ था।

[सं. एल-11012/12/99-आई.आर. (विविध)]

बी.एम. डेविड, अवर सचिव

New Delhi, the 30th May, 2002

S.O. 2155.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 226/2001) of the Central Government Industrial Tribunal Chennai, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of AIRPORT AUTHORITY OF INDIA and their workman, which was received by the Central Government on 29-5-2002.

[No. L-11012/12/99-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Tuesday, the 14th May, 2002

PRESENT:

K. Karthikeyan, Presiding Officer.

INDUSTRIAL DISPUTE NO. 226/2001

(Tamil Nadu State Industrial Tribunal I.D. No. 238/99)

(In the matter of the dispute for adjudication under clause(d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Ms. B. Arokya Selvi and the Management of Airport Authority of India, (IAD).

BETWEEN

Ms. B. Arokya Selvi : I Party|Workman.

AND

1. Airport Authority of India, (IAD), Chennai :

2. Tamil Nadu Military Ex-Servicemen Corpn.
II Party|Management.

APPEARANCE :

For the Workman : M/s. CNG, Niraimathi, Advocate.

For the Management No. 1 : Sri A. J. Jawad,
Advocate.

For the Management No. 2 : Sri V. J. Arulraj,
Advocate.

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned industrial dispute for adjudication vide Order No.L-11012/12/99/IR(M) dated 10-9-1999.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai, where the same was taken on file as I.D. No. 238/99. When the matter was pending enquiry in that Tribunal, Government of India, Ministry of Labour was pleased to order transfer of this case also from the file of Tamil Nadu State Industrial Tribunal to this Tribunal for adjudication. On receipt of records from that Tamil Nadu State Industrial Tribunal, this case

has been taken on file as I.D. Nos. 226/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 8-2-2001 with their respective parties and to prosecute this case further. Accordingly, the learned counsel on either side along with their respective parties have appeared and filed their respective Claim Statement and Counter Statement.

When the matter came up before me for final hearing on 23-4-2002, upon perusing the Claim Statement, Counter Statement, the other material papers on record, after hearing the arguments advanced by the learned counsel for the Respondents, and this matter having stood over till this date for consideration, this Tribunal has passed the following:—

AWARD

The Industrial Dispute referred to in the above mentioned order of reference by the Central Govt. for adjudication by this Tribunal is as follows:—

“Whether the demand of the workman Ms. B. Arokya Selvi for regularisation of the services by the management of Airport Authority of India is justified? If so, to what relief she is entitled?”

2. The averments in the Claim Statement filed by the I Party|Workmen Ms. B. Arokya Selvi (hereinafter refers to as Petitioner) are briefly as follows:—

The Petitioner Ms. B. Arokya Selvi registered herself with the 2nd Respondent Corporation which is a Tamil Nadu Govt. Undertaking established for the purpose of rehabilitating and resettlement of Ex-Servicemen and their dependents by providing job opportunities to them. The Petitioner is the daughter of an ex-serviceman. The 1st Respondent, Airport Authority of India, Chennai, had entered into a contract with the 2nd Respondent Tamil Nadu Military Ex-Servicemen Corporation by which the 2nd Respondent was required to provide lady frisking security guards at the main gate of both the Domestic and International Airports of the 1st Respondent. Accordingly, the Petitioner and few others were sponsored by the 2nd Respondent for the contract entered into by the 2nd Respondent with the 1st Respondent. Thus, the 1st Respondent is the principal employer of the Petitioner. The Petitioner's services were utilised by the 1st Respondent as lady frisking security ever since her employment on 15-9-1992. She served in that post of lady frisking security guard at the main gate of both domestic and International Airport of the 1st Respondent. In the said manner, the Petitioner successfully completed four years of continuous service. Though the contract between the 1st and 2nd Respondents was renewable year after year, the Petitioner was promised that she would be confirmed with a permanent status, if she continues the work for more than five years. While the Petitioner was in service, all of a sudden, without any proper intimation or showing any reason, the services of the Petitioner was terminated in the evening on 31-10-96 along with six other lady frisking securities. She was informed so by Mr. Kumaravelu, the Assistant to the Manager of the 2nd Respondent Corporation to acknowledge that her services like others have been terminated with immediate effect, since the contract between the 1st

and 2nd Respondent have come to an end. For further enquiry, the Petitioner was informed by the said Kumavelu that the 1st Respondent had unilaterally terminated that contract which necessitated the 2nd Respondent to terminate the services of the Petitioner. The action of the Respondents in terminating the services of the Petitioner without prior notice was in violation of principles of natural justice and against all canons of law. The Supreme Court has given a verdict on 6-12-96 to confirm the contract employees who were served in the concerns under the control of the State Government and Central Government as they are entitled to permanent status. The said judgement is directly applicable to the Petitioner and she should be confirmed in the service. The 1st Respondent for their illegal gain terminated one group inclusive of the Petitioner and making use of the order of the Supreme Court to give employment to the new comers and the persons worked not less than the period of one year. On knowing these, the Petitioner sent various letters to the Airport Authority, Delhi, but she had received no reply. So the Petitioner had raised an industrial dispute before the Assistant Labour Commissioner (Central), Chennai. Since it ended in failure, on submission of failure of conciliation report by Assistant Labour Commissioner (Central), Chennai, the Government was pleased to refer this matter for adjudication by this Tribunal. Since the Petitioner has put in four years of service, she is eligible to have her services regularised. Though the Petitioner was appointed only by the 2nd Respondent, as her services were lent to the 1st Respondent by the 2nd Respondent, the 1st Respondent is deemed to be her principal employer. Hence, the 1st Respondent is bound to observe the conditions of clause 10 of Contract Labour (Regulation and Abolition) Act, 1970 as well as act in accordance with the spirit of the judgement of the Apex Court dated 6-12-96 governing contract labourers. The 1st Respondent has pursuant to the judgement of the Apex Court absorbed certain contract labourers who were working as scavengers, attenders and chowkidars and conferred permanent status on them. Hence, it is prayed that this Hon'ble Tribunal may be pleased to hold that the Petitioner is entitled to be reinstated into the service of the 1st Respondent with continuity of service, back wages and other monetary benefits.

3. The averments in the Counter Statement of the 1st Respondent Airport Authority of India, Chennai, the II Party/Management are briefly as follows :—

The 1st Respondent Airport Authority of India, Chennai, entered into a contract with the 2nd Respondent Tamil Nadu Military Ex-Servicemen's Corporation Ltd. for providing labour in the form of lady security frisking staff. It is not true to state that the 1st Respondent is the principal employer of the Petitioner. It is denied that the 1st Respondent made promise of permanent employment to the Petitioner. The contract between the 1st and 2nd Respondents came to an end and it was accordingly terminated on 30-10-1996. In view of the termination of the contract, the Petitioner does not have any independent right. As the Petitioner is not the employee of the 1st Respondent she cannot raise an industrial dispute against the 1st Respondent. The contract between the 1st and 2nd Respondent was terminated with the mutual consent of both the parties. The 1st Respondent has nothing to do with the alleged termination of the ser-

vices of the Petitioner by the 2nd Respondent and therefore, the contention that termination was in violation of principles of natural justice has no legal or factual basis. The judgement of the Supreme Court relief upon is not applicable to the Petitioner and as admitted by her, she was terminated by the 2nd Respondent prior to 6-12-96 which is the cut off date fixed by the Hon'ble Supreme Court. In a case relating to contract labour, there is no prohibition to engage contract labour in the absence of any Notification under Section 10 of the Contract Labour (Regulation and Abolition) Act, 1970. In the instant case, there is no such notification. The Petitioner was admittedly employed only as lady frisking personnel by the 2nd Respondent and it does not come under the category of sweeping, cleaning, dusting and watch and ward as evident from the letter dated 16-11-1999 issued by the Ministry of Labour, Government of India, in which the job of frisking of visitors and passengers has been specifically exempted from the categories in respect of which contract labour has been prohibited under the earlier notification dated 9-12-1976. In the absence of this Notification the claim for regularisation has to be rejected, as it is well settled by the number of judgements. Hence, this Hon'ble Tribunal may be pleased to dismiss the claim of the Petitioner.

4. The 2nd Respondent has filed a Counter Statement. The averments in the Counter Statement are briefly as follows :—

The 2nd Respondent is a State Government Corporation established under Companies Act with an object of rehabilitating the ex-servicemen. Basically, the 2nd Respondent function as contract security agency and registered with Commissioner of Customs and Central Excise for this duty and functioning as per the guidelines/instructions issued by the Director General of Re-Settlement, Ministry of Defence, Government of India. The 2nd Respondent acts as an agent for providing ex-servicemen security to Central and State Government Undertakings/ Departments and passes on the wages received. The management, where the security guards are working, is the principal employer. The 2nd Respondent is compensated by service charges of 18 per cent as fixed by the Director General of Re-Settlement. As and when any Government/Government Undertaking or other establishments requires ex-servicemen, the 2nd Respondent sponsor ex-servicemen and their dependents name according to the requirements and qualifications sought by the said organisation. Before deploying any person to various organisations, an agreement is entered into between the 2nd Respondent and that organisation. As per the agreement, personnel like the Petitioner was sponsored like security guards purely on temporary and contract basis on an yearly basis. The agreement is renewable from time to time. For the services rendered by the 2nd Respondent, the agreed amount as service charges used to be paid by the principal employer. The personnel like the Petitioner being sent to the 1st Respondent are informed before hand that the arrangements are purely temporary in nature, that too on a contract basis. The 1st Respondent during October, 1996 had terminated the agreement to the 2nd Respondent and consequently, the Petitioner was denied employment by the 1st Respondent. The 2nd Respondent is only a contract security agency and not an industry and hence, the 2nd Respondent is unable to give any relief to the Petitioner but, as and when

any future requirements, from other organisations reach the 2nd Respondent, the Petitioner will be given priority in forwarding her name for security duties. The 2nd Respondent admits that the Petitioner's name was offered to the 1st Respondent for contract security duty as lady security guard and that required wage was paid through the 2nd Respondent, the contract security agency. The 2nd Respondent is not aware of any promise for permanence and regularisation of service as stated in the Claim Statement. The relief sought for by the Petitioner is only against the 1st Respondent, the principal employer. Hence, this Hon'ble Tribunal may be pleased to pass appropriate awards as deemed fit under the circumstances of the case.

5. When the matter was taken up for enquiry, the Petitioner and her counsel were not present to prosecute the case further and there was no representation on the side of the I Party/Petitioner. The counsel for the II Party/Respondents 1 and 2 represented that they have no oral evidence and documentary evidence and that their respective Counter Statements may be treated as their arguments. Hence, for deciding the referred industrial dispute on merits, with the available records and materials, the orders was reserved.

6. The Point for my consideration is—

“Whether the demand of the workman Ms. B. Arokya Selvi for regularisation of her services by the management of Airport Authority of India is justified? If so, to what relief she is entitled?”

POINT :—

The I Party/Workman Ms. B. Arokya Selvi, the Petitioner herein has raised this industrial dispute against the II Party/Management, Airport Authority of India, Chennai, the 1st Respondent herein, demanding regularisation of her services by the Management of Airport Authority of India, Chennai. In the order of reference, pertaining to this industrial dispute, the Ministry has mentioned that the industrial dispute exists between the employers the management of Airport Authority of India, Tamil Nadu Military Ex-Servicemen's Corporation and their workman Ms. B. Arokya Selvi. The industrial dispute between the parties has been mentioned in the schedule as that of the demand made by the Petitioner against the Respondent/Management Airport Authority of India, only. In the Claim Statement filed by this Petitioner on 17-8-2000 for the above referred industrial dispute, she has prayed for a relief by requesting this Tribunal to pass an Award to direct the Airport Authority of India, Chennai, to reinstate the Petitioner into service and pay back all service benefits to her. So from the prayer of the Petitioner in the Claim Statement, it is seen that though she made a demand initially for regularisation of her service by the management of Airport Authority of India, Chennai, now at the time of filing this Claim Statement, she has asked for the relief of reinstatement into service by the Management of Airport Authority of India, Chennai. It is the admission of the Petitioner in the Claim Statement itself that she along with six other ladies were in contract work of doing the job of lady security frisking staff under the Airport Authority of India, Chennai Airport and that as per the judgement of the Supreme Court dated

6-12-96, her contract labourer status has to be confirmed as a permanent employee. But, she has not mentioned anything with regard to their appointment as lady security frisking staff under the management of Airport Authority of India, Chennai Airport, though it was only in pursuance of the contract between the Airport Authority of India and Tamil Nadu Military Ex-Servicemen's Corporation. It is clearly mentioned in the Counter Statement of the 1st Respondent/Management of Airport Authority of India that they have entered into a contract with Tamil Nadu Ex-Servicemen's Corporation Ltd. for providing labour in the form of lady security frisking staff. The 2nd Respondent, the Tamil Nadu Ex-Servicemen's Corporation Ltd. in their Counter Statement has also stated that it acts as an agent for providing ex-servicemen security to Central and State Government Undertakings/Departments and passes on the wages received and the 2nd Respondent is compensated by service charges of 18 per cent as fixed by Director General of Resettlement, Ministry of Defence, Government of India. It is further alleged in that Counter Statement that as and when any Government/Government Undertakings or other establishment requires ex-servicemen, they will sponsor the ex-servicemen and their dependents names according to the requirement and qualifications sought by the said organisation and that an agreement is entered into between the 2nd Respondent and the 1st Respondent to sponsor personnel like the Petitioner as security guards purely on a temporary and contract basis on an yearly basis and the 2nd Respondent used to inform the personnel like the Petitioner before-hand that the arrangements are purely temporary in nature and that too on a contract basis and that the 1st Respondent during October, 1996 terminated the agreement and consequently, the Petitioner was denied employment by the 1st Respondent. All these averments made by the Respondents in their respective Counter Statements have not been denied or disputed by the Petitioner by way of filing any reply statement or by letting any oral or documentary evidence. The contention of both the Respondents that the Petitioner has been sponsored by the 2nd Respondent as a contract labourer to do the work of lady security frisking staff under the 1st Respondent/Management, Airport Authority of India, Chennai Airport, in pursuance of an agreement between the 1st Respondent and the 2nd Respondent for sponsoring personnel like the Petitioner as security guard purely on temporary and yearly contract basis remains un rebutted. The Petitioner has asked for reinstatement in service by the 1st Respondent, the management of Airport Authority of India, Chennai, stating that all of a sudden, her services were terminated in the evening of 31-10-96 without any proper intimation or showing any reason. She has not stated in her Claim Statement itself that she has been given appointment to the said post of lady security frisking staff by an order of appointment by the 1st Respondent and any order of termination of service has been issued to her. So, from the available materials, it is seen that the 2nd Respondent Tamil Nadu Military Ex-Servicemen's Corporation, Chennai, only had provided employment to the Petitioner by sponsoring her name as a casual labourer who served of Airport Authority of India, Chennai Airport and that too in pursuance of a contract between the 1st and 2nd Respondents for providing such personnel for

the security work in the Chennai Airport. It is not the plea of the Petitioner that such contract between the 1st and 2nd Respondents for providing contract labourers was a sham or nominal contract. The 2nd Respondent has also clearly stated in their Counter Statement that they get service charges of 18 per cent as fixed by the Director General of Re-Settlement and it is not disputed by the Petitioner.

7. It is the contention of the 1st Respondent that the Ministry of Labour, Government of India exempted the job of frisking of visitors and passengers from the categories in respect of which contract labour has been prohibited under the Notification dated 16-11-99. A xerox copy of the said Notification in the Gazette of India filed into Court by the 1st Respondent. In that notification it is clearly stated that it has been decided not to prohibit the employment of contract labour in the following works/jobs, provided that the wages (consisting of basic pay + dearness allowance) paid to the lowest category of regular employees in the respective establishment are paid to the contract labour and under the column Airport Authority of India, under serial number 4, the jobs of frisking of visitors and passengers have been mentioned as a job that has not been prohibited to employ contract labour. This has been notified subsequent to the judgement of the Supreme Court dated 6-12-96. Further, it is a fact that on 6-12-96 the Petitioner was not engaged as a contract labourer by the 1st Respondent Airport Authority of India and as per her own version in the Claim Statement that she was not further employed beyond 31-10-96 as the contract between the 1st and 2nd Respondent had been concluded on that day. So, under such circumstances, there is no question of termination of service of the Petitioner by the 1st Respondent/Management Airport Authority of India, Chennai Airport. Consequently, the question of reinstatement of the Petitioner into the services of the 1st Respondent does not arise.

8. In the Counter Statement of the 2nd Respondent itself, it is clearly stated that during October, 1996 the agreement between the 1st Respondent and the 2nd Respondent had been terminated and consequently, the Petitioner was denied employment by the 1st Respondent and the 2nd Respondent, the Contract Security Agency, would give priority in forwarding the name of the Petitioner for security duty, as and when any future requirement from other organisations reach the 2nd Respondent. Further, the Supreme Court has decided in the Steel Authority of India's case reported as 2001 Supreme Court cases (LMS) 1121 that "the Notification dated 9-12-1976 of the Central Government has been quashed prospectively" and further held that "Section 10 of Contract Labour (Regulation and Abolition Act), 1970 does not imply the concept of automatic absorption of contract labour by the Principal Employer on issuance of abolition Notification and hence, on issuance of a prohibition Notification under Section 10(1) the principal employer cannot be required to absorb the contract labourer". Under the above mentioned judgement, the Hon'ble Supreme Court has over ruled the judgement of Supreme Court in Air India Statutory Corporation Vs. United Labour Union prospectively. It is further held in that judgement that "if the contract is found to be not genuine but a mere camouflage, the so-called contract labour 1915.GI/2002—34

will have to be treated as employees of principal employer who shall be directed to regularise the services of the contract labourers in the establishment concerned, subject to the conditions as may be specified by it". It is not the contention of the Petitioner in this case that the contract between the 1st and 2nd Respondents by which she has been engaged as a lady security frisking staff by the 1st Respondent in the Chennai Airport is a mere camouflage and not a genuine contract and it is only a sham and nominal. Hence, this decision of the Supreme Court is quite applicable to the facts of the present case, as it is rightly contended by the learned counsel for the 1st Respondent. Under such circumstances, it can be held that the demand of the workman Ms. B. Arokya Selvi for regularisation of her services or for her reinstatement in service with all back wages and attendant benefits by the management of Airport Authority of India is not justified. Hence, she is not entitled for any relief. Thus, the point is answered accordingly.

9. In the result, an Award is passed holding that the 1 Party/Workman Ms. B. Arokya Selvi is not entitled for any relief. No cost.

(Dictated to the Stenographer, transcribed and typed by her, corrected and pronounced by me the open court on this day the 14th May, 2002.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :—

On either side : None.

Documents marked :—

On either side : Nil.

नई दिल्ली, 30 मई, 2002

का.आ. 2156.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयरपोर्ट ऑथोरिटी ऑफ इण्डिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नई के पंचाट (संदर्भ संख्या 279/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29.05.2002 को प्राप्त हुआ था।

[सं.एल-11012/21/99-आई.आर. (विधि)]

बी.एम. डेविड, अवर सचिव

New Delhi, the 30th May, 2002

S.O. 2156.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 279/2001) of the Central Government Industrial Tribunal Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Airport Authority of India and their workman, which was received by the Central Government on 29-5-2002.

[No. L-11012/21/99-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, CHENNAI

Wednesday, the 22nd May, 2002

PRESENT :

K. Karthikeyan, Presiding Officer.

Industrial Dispute No. 279|2001

(Tamil Nadu State Industrial Tribunal

I.D. No. 282|99)

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Ms. Leela Simon and the Management of Airport Authority of India (IAD).]

BETWEEN

Ms. Leela Simon : I Party|Workman.

AND

Airport Authority of India,
(IAD), Chennai : II Party|Management.

APPEARANCE:

For the Workman : M/s. A. Mani, S. Gunaseelan, Josephine Immaculate, Advocates.

For the Management : M/s. Vijay Narayanan and R. Parthiban, Advocates.

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and Sub-section (2A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947), have referred the concerned industrial dispute for adjudication vide Order No. L-11012|21|99|IR(M) dated 9-11-1999|15-11-1999.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai, where the same was taken on file as I.D. No. 282|99. When the matter was pending enquiry in that Tribunal, Government of India, Ministry of Labour was pleased to order transfer of this case also from the file of Tamil Nadu State Industrial Tribunal to this Tribunal for adjudication. On receipt of records from that Tamil Nadu State Industrial Tribunal, this case has been taken on file as I.D. Nos. 279|2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 12-2-2001 with their respective parties and to prosecute this case further. Accordingly, the learned counsel on either side along with their respective parties have appeared and filed their respective Claim Statement and Counter Statement.

When the matter came up before me for final hearing on 6-5-2002, upon perusing the Claim Statement, Counter Statement, the other material papers on record,

after hearing the arguments advanced by the learned counsel for the Respondents, and this matter having stood over till this date for consideration, this Tribunal has passed the following:—

AWARD

The Industrial Dispute referred to in the above mentioned order of reference by the Central Govt. for adjudication by this Tribunal is as follows :—

“Whether the demand of the workman Ms. Leela Simon for regularisation of her services by the management of Airport Authority of India is justified? If so, to what relief she is entitled?”

2. The averments in the Claim Statement filed by the I Party|Workman Ms. Leela Simon (hereinafter refers to as Petitioner) are briefly as follows:—

The Petitioner Ms. Leela Simon got employment in the 1st Respondent Airport Authority of India through the 2nd Respondent Corporation which is a Tamil Nadu Govt. Undertaking established for the purpose of rehabilitating and re-settlement of Ex-Servicemen and their dependants by providing job opportunities to them. The 2nd Respondent was required to provide lady frisking security guards at the main gate of both the Domestic and International Airports of the 1st Respondent. Accordingly, the Petitioner and few others were sponsored by the 2nd Respondent. The Petitioner had been attending the frisking duty in three shifts in rotation. It is perennial and permanent in nature. The said frisking duty had been attended by more than eight frisking security permanently. Thus, the 1st Respondent is the principal employer of the Petitioner. The Petitioner's services were utilised by the 1st Respondent as lady frisking security ever since her employment on 8-9-92. She served in that post of lady frisking security guard at the main gate of both domestic and International Airport of the 1st Respondent. In the said manner, the Petitioner successfully completed more than three years of continuous service. She had been given a certificate stating that she had been employed as frisking security guard at IAAI, Chennai through the 2nd Respondent continuously from 8-9-92 to 31-10-96. Therefore, the Petitioner should be regularised in the post which she was holding at the date of abrupt and arbitrary termination of her service. While the Petitioner was in service, all of a sudden, without any proper intimation or showing any reason, the services of the Petitioner was terminated in the evening on 31-10-96 along with six other lady frisking securities. The action of the Respondents in terminating the services of the Petitioner without prior notice was in violation of principles of natural justice and against all channels of law. The Petitioner sent various letters to the Airport Authority, Delhi, requesting for reinstatement in service, but she had received no reply. So the Petitioner had raised an industrial dispute before the Assistant Labour Commissioner (Central), Chennai. Since it ended in failure, on submission of failure of conciliation report by Assistant Labour Commissioner (Central), Chennai, the Govt. was pleased to refer this matter for adjudication by the Tribunal. Since the Petitioner has put in more than three years of service, she is eligible to have her

services regularised. Though the Petitioner was appointed only through the 2nd Respondent, as her services were lent to the 1st Respondent by the 2nd Respondent, the 1st Respondent is deemed to be her principal employer. As a matter of fact, the Manager of the 1st Respondent was only directly supervising their work. The Petitioner was promised permanence and regularisation of service following the issue of identification card by the 1st Respondent and her finger prints were taken to provide her permanent identification card in order to regularise her service with the 1st Respondent. Hence, the 1st Respondent is bound to confer permanent status on the petitioner. Hence, it is prayed that this Hon'ble Tribunal may be pleased to hold that the Petitioner is entitled to be reinstated into the service of the 1st Respondent with continuity of service, back wages and other monetary benefits.

3. The averments in the Counter Statement of the 1st Respondent Airport Authority of India, Chennai, the II Party/Management are briefly as follows:—

The 1st Respondent Airport Authority of India, Chennai, entered into a contract with the 2nd Respondent Tamil Nadu Military Ex-Servicemen's Corporation Ltd. for providing labour in the form of lady security frisking staff. The contract was being performed by virtue of an oral agreement between the parties. It was terminated as early as October, 1996. In view of the termination of the contract, the Petitioner does not have any independent right. There is a gross delay in raising the dispute and on that ground also the Claim Statement is liable to be dismissed. In a case relating to contract labour, there is no prohibition to engage contract labour in the absence of any Notification under section 10 of the Contract Labour (Regulation & Abolition) Act, 1970. In the instant case, there is no such notification. If any, contract labourer raises a dispute, it can only be done by the Union and even in such a situation, the Labour Court or Tribunal can only refer to the matter to the appropriate Government to decide on the recommendations of the advisory committee, whether the work was perennial in nature and whether the circumstances of the case justify a notification being issued under section 10 of the said Act. In the absence of this Notification, the claim for regularisation has to be rejected, as it is well settled by the number of judgements. The Petitioner was employed as lady frisking personnel by the 2nd Respondent and the Ministry of Labour, Government of India, exempted the job of frisking of visitors and passengers from the categories in respect of which contract labour has been prohibited under the Notification dated 16-11-1999. There is no employee and employer relationship between the Petitioner and the 1st Respondent. Hence, this Court has no jurisdiction to entertain the dispute. At all times, the Petitioner was under the control of the Tamil Nadu Ex-Servicemen's Corporation Ltd. in the event of termination of service, the Petitioner can only raise a claim against the Tamil Nadu Ex-Servicemen's Corporation Ltd. The 1st Respondent never terminated the services of the Petitioner. The Petitioner was never employed under the 1st Respondent and hence, the question of termination of the services of the Petitioner does not arise. The Petitioner is an employee of Tamil Nadu Servicemen Corporation Ltd. which is a Government of Tamil Nadu Undertaking and therefore, it is open to her to take appropriate steps against

the Corporation for redressal of her grievances. At no stage, the 1st Respondent made any promise of employment to the Petitioner. In view of the fact that no notification has been issued under section 10 of the Contract Labour Act, it is not open to the Petitioner to seek regularisation. There are no merits in the Claim Statement and the same is liable to be rejected. Hence, this Hon'ble Tribunal may be pleased to dismiss the claim of the Petitioner.

4. When the matter was taken up for enquiry, the Petitioner and her counsel were not present to prosecute the case further and there was no representation on the side of the I Party/Petitioner. The counsel for the II Party/Respondent represented that no oral evidence or documentary evidence for the Respondent and has advanced his arguments. Hence, for deciding the referred industrial dispute on merits, with the available records and materials, the orders was reserved.

5. The Point for my consideration is —

"Whether the demand of the workman Ms. Leela Simon for regularisation of her services by the management of Airport Authority of India is justified? If so, to what relief she is entitled?"

Point:—

The I Party/Workman Ms. Leela Simon, the Petitioner herein has raised this industrial dispute against the II Party/Management, Airport Authority of India, Chennai, the Respondent herein, demanding regularisation of her services by the Management of Airport Authority of India, Chennai. In the order of reference, pertaining to this industrial dispute, the Ministry has mentioned that the industrial dispute exists between the employers the management of Airport Authority of India and their workman Ms. Leela Simon. The industrial dispute between the parties has been mentioned in the schedule as that of the demand made by the Petitioner against the Respondent/Management Airport Authority of India only. In the Claim Statement filed by this Petitioner on 15-12-2000 for the above referred industrial dispute, she has prayed for a relief by requesting this Tribunal to pass an Award to direct the Airport Authority of India, Chennai, to reinstate the Petitioner into service and pay back all service benefits to her. So from the prayer of the Petitioner in the Claim Statement, it is seen that though she made a demand initially for regularisation of her service by the management of Airport Authority of India, Chennai, now at the time of filing this Claim Statement, she has asked for the relief of reinstatement into service by the Management of Airport Authority of India, Chennai. It is the admission of the Petitioner in the Claim Statement itself that she along with six other ladies were in contract work of doing the job of lady security frisking staff under the Airport Authority of India, Chennai Airport and that as per the judgement of the Supreme Court dated 6-12-96, her contract labourer status has to be confirmed as a permanent employee. But she has not mentioned anything with regard to their appointment as lady security frisking staff under the management of Airport Authority of India, Chennai Airport, though it was only in pursuance of the contract between the Airport Authority of India and Tamil Nadu Military Ex-Servicemen's Corporation. It is clearly mentioned

in the Counter Statement of the Respondent|Management, Airport Authority of India that they have entered into a contract with Tamil Nadu Ex-Servicemen's Corporation Ltd. for providing labour in the form of lady security frisking staff. All these averments made by the Respondent in the Counter Statement has not been denied or disputed by the Petitioner by way of filing any reply statement or by letting any oral or documentary evidence. The Petitioner has asked for reinstatement in service by the Respondent, the management of Airport Authority of India, Chennai, stating that all of a sudden, her services were terminated in the evening of 31-10-96 without any proper intimation or showing any reason. She has not stated in her Claim Statement itself that she has been given appointment to the said post of lady security frisking staff by an order of appointment by the Respondent and any order of termination of service has been issued to her. So from the available materials, it is seen that the Tamil Nadu Military Ex-Servicemen's Corporation, Chennai, only had provided employment to the Petitioner by sponsoring her name as a contract labourer who served as a lady security frisking staff under the management of Airport Authority of India, Chennai Airport and that too in pursuance of a contract between the Respondent and the Tamil Nadu Ex-Servicemen's Corporation for providing such personnel for the security work in the Chennai Airport. It is not the plea of the Petitioner that such contract between the Respondent and Tamil Nadu Ex-Servicemen's Corporation for providing contract labourers was a sham or nominal contract.

6. It is the contention of the Respondent that the Ministry of Labour, Government of India exempted the job of frisking of visitors and passengers from the categories in respect of which contract labour has been prohibited under the Notification dated 16-11-99. A xerox copy of the said Notification in the Gazette of India filed into Court by the Respondent. In that notification it is clearly stated that it has been decided not to prohibit the employment of contract labour in the following works|jobs, provided that the wages (consisting of basic pay+dearness allowance) paid to the lowest category of regular employees in the respective establishment are paid to the contract labour and under the column Airport Authority of India, under serial number 4, the jobs of frisking of visitors and passengers have been mentioned as a job that has not been prohibited to employ contract labour. This has been notified subsequent to the judgement of the Supreme Court dated 6-12-96. Further, it is a fact that on 6-12-96 the Petitioner was not engaged as a contract labourer by the Respondent, Airport Authority of India and as per her own version in the Claim Statement that she was not further employed beyond 31-10-96 as the contract between the Respondent and Tamil Nadu Ex-Servicemen's Corporation Ltd. had been concluded on that day. So, under such circumstances, there is no question of termination of service of the Petitioner by the Respondent|Management, Airport Authority of India, Chennai Airport. Consequently, the question of reinstatement of the Petitioner into the services of the Respondent does not arise. Further the Supreme Court has decided in the STEEL AUTHORITY OF INDIA's case reported as 2001 SUPREME COURT CASES (LMS) 1121 that "the Notification dated 9-12-1976 of the Central Govt. has been quashed prospectively" and

further held that "Section 10 of Contract Labour (Regulation & Abolition) Act, 1970 does not imply the concept of automatic absorption of contract labour by the Principal employer on issuance of abolition Notification and hence, on issuance of a prohibition Notification under section 10(1) the principal employer cannot be required to absorb the contract labourer". Under the above mentioned judgement, the Hon'ble Supreme Court has over ruled the judgement of Supreme Court in AIR INDIA STATUTORY CORPORATION Vs. UNITED LABOUR UNION prospectively. It is further held in the judgement that "if the contract is found to be not genuine but a mere camouflage, the so called contract labour will have to be treated as employees of principal employer who shall be directed to regularise the services of the contract labourers in the establishment concerned, subject to the conditions as may be specified by it". This decision of the Supreme Court is quite applicable to this facts of the present case, as it is rightly contended by the learned counsel for the Respondent. Under such circumstances, it can be held that the demand of the workman Ms. Leela Simon for regularisation of her services or for her reinstatement in service with all back wages and attendant benefits by the management of Airport Authority of India is not justified. Hence, she is not entitled for any relief. Thus, the point is answered accordingly.

7. In the result, an Award is passed holding that the I Party/Workman Ms. Leela Simon is not entitled for any relief. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 22nd May, 2002).

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined:—

On either side : None.

Documents Marked:—

On either side : Nil.

नई दिल्ली, 30 मई, 2002

का.आ. 2157.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार देना बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/धम न्यायालय नं.-2, मुम्बई के पंचाट (संदर्भ संख्या 2/25 ऑफ 1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-5-2002 को प्राप्त हुआ था।

[सं.एल 12012/157/98-आई.आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 30th May, 2002

S.O. 2157.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref.

No. 2/25 of 1999) of the Central Government Industrial Tribunal-cum-LC No. 2, Mumbai as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Dena Bank and their workman, which was received by the Central Government on 28-5-2002.

[No. L-12012/157/98-IR(B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II, MUMBAI

PRESENT :

S. N. Saundankar, Presiding Officer.

Reference No CGIT-2/25 of 1999

Employers in Relation to the Management of
Dena Bank

Dena Bank,
The Asstt. Gen. Manager (P) DB,
7th Floor, Maker Towers,
'E' Wing, P.B. No. 6058,
Cuffe Parade,
MUMBAI-400005.

AND

THEIR WORKMEN

Shri Ramesh Pandurang Ramane,
Tejukaya Mansion, Chawl No. 11,
R. No. 15, Dr. Ambedkar Road,
Lalbaug, Mumbai-400012.

APPEARANCES:

For the Employer : Mr. R. S. Pai, Advocate.

For the Workmen : Mr. M. B. Anchan, Advocate.

Mumbai, Dated 13th February, 2002

AWARD

The Government of India, Ministry of Labour, by its Order No. L-12012/157/98/IR(B-II), dated 25/27-1-1999, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act have referred the following dispute to this Tribunal for adjudication.

"Whether the action of the management of Dena Bank, Mumbai by terminating the services of Shri Ramesh Pandurang Ramane is justified? If not, then what relief the workman is entitled to?"

2. Shri Ramane was employed as a sub-staff in the Dena Bank. It is contended by Ramane by his Statement of Claim (Exhibit-7) that in the month of July, 1990 due to death of his mother and the sickness of his father and due to financial difficulty he was mentally perturbed and was sick and therefore could not attend the office from 18-7-90. He averred that he was suffering from typhoid which he had informed to bank and that after recovering he reported for duty in February, 1991, however, he was not allowed by the bank to resume on duty. He was prohibited from

making signature on the muster roll on the ground that his file was sent to the personnel deptt. and eventually he was told that his services have been terminated from 19-1-91. It is his contention that he was not given notice nor inquiry was held and that he was terminated abruptly, therefore his termination is illegal. His retrenchment being illegal management be directed to reinstate him in service with full back wages.

3. Management, Dena Bank, resisted the claim of workman by filing Written Statement (Exhibit-8) contending that the workman was transferred to taxation cell at Bombay Main Office in July, 1990. However, he refused to accept the transfer order and with effect from 18th July, 1990, he remained absent from duty without permission or sanction of leave. It is contended that management vide their letter dated 19-12-90 called upon the workman to report for duty within 30 days specifying the cause about the absence. However, he failed to reply the same nor resumed the duty. Therefore, under clause 17 of the Bipartite Settlement dated 10th April, 1989 if an employee failed to report for duty within the notice period of 30 days he would be deemed to have voluntarily retired from the service of the bank and on account of failure of workman to report for duty after the expiry of the said notice of 30 days from 19-12-90 he is deemed to have voluntarily retired w.e.f. 19-1-91 and that such a voluntary retirement would not constitute termination under the said Bipartite Settlement and on this count the reference deserves to be rejected. It is contended that under the Bipartite Settlement para 17(a) absence of employee for a period of 90 days or more is treated as a special type of misconduct and the bank is entitled to treat the employee as having no intention to resume duties by following the procedure prescribed under the said para. The bank issued notice dated 19-12-90 in compliance of para 17(a) and bank is entitled to treat the workman's intention of not joining duties amounts to Special type of misconduct and therefore the bank's action is justified. It is contended that the action of the management treating the workman as voluntarily retired/intention of not joining the duties amounting to misconduct and therefore as per the Principles of Natural Justice, the action is totally justified. Consequently bank prayed to dismiss the claim of the workman, with alternate prayer, in case the action is held not proper the bank be given opportunity to justify its action.

4. On the basis of the pleadings my Learned Predecessor framed issues (Exhibit-10) and in that context the workman Ramane filed affidavit by way of Examination-in-Chief (Ex-11) and closed evidence vide purshis (Exhibit-12). Chief Manager (Personnel) Mr. Marandi filed affidavit by way of Examination-in-Chief (Exhibit-13) and management closed evidence vide purshis (Ex-14).

5. Workman filed written submissions (Exhibit-15/18) alongwith the copies of the decisions and the management at (Exhibit-16) with copies of the rulings (Exhibit-17). On perusing the record as whole,

and hearing the counsels at length I record my findings for the reasons mentioned below :—

Issues	Findings
1. Whether the Tribunal has jurisdiction to decide the reference ?	Yes
2. Whether the workmen voluntarily retired from the service ?	No
3. Whether there is no need to hold a departmental inquiry as per para-17A of the Bipartite settlement dated 10th April, 1989 ?	Yes
4. Whether the action of the management does not amount to termination ?	It amounts to termination
5. Whether the action of the management is justified ?	No
6. If not, to what relief the workman is entitled to ?	As per order below

REASONS

6. At the threshold the Learned Counsel Shri Pai for the management bank submits that workman admittedly remained absent from 18-7-90 for 180 days and thereafter for the first time he approached the bank on February, 1991 and that the reference is of the year 1999. He submits since dispute raised after 8 years from the date of the alleged termination is stale and delayed and therefore bad in law. He has relied on *Nedungadi Bank Ltd. Vs. K. P. Madhavankutty & Ors.* 2000 SCC (L&S) page 283. He submits that though the bank has not taken this sort of contention in the Written Statement, being a law point can be urged at any time and therefore his submission is in consonance to the legal provisions. On the other hand the Learned Counsel Mr. Anchan inviting attention of this tribunal to the record submits that workman was sick and therefore he could not join duty which the bank was apprised and that when workmen went to resume duty in February, 1991, bank officials denied him to make signature on the muster. He submits workman had approached the Appellate Authority but in vain and therefore raised the dispute with A.L.C.(C) and consequently the reference was received to this Tribunal. This according to him indicate that workman was prosecuting his cause since 1991 and therefore this reference is not belated. He submits that "Whether relief can be declined on the ground of delay and laches depends on the facts and circumstances of the case, and that the circumstances in the present case warrants grant of relief. For this he relied on *Indian Iron and Steel Co. Vs. Pralhad Singh* 2001 SCC (L&S) page 239. On perusal of the record it is seen the workman approached the bank in February, 1991 and thereafter put forth his grievance before the Appellate Authority. It is not that workman did not do anything in the matter. Mr. Anchan has rightly urged that whether relief can be declined on the ground of delay and laches depends on the circumstances referred to above, I find relief cannot be declined in the circumstances. Consequently submissions advanced by Mr. Pai has no relevance.

7. Once it is clear that reference does not suffer from delay and laches, crucial question crops on

"Whether the workman voluntarily retired from the service as contended by the management". According to workman due to death of his mother in the month of July and sickness of his father and due to financial difficulties he was mentally burdened, therefore could not attend the office from 18-7-90 and added that he was suffering from typhoid and on recovery from sickness he reported for work in February, 1991. However he was not allowed to resume duty saying he has been terminated for unauthorised absence from duty from 19-1-91. Workman admits in his cross-examination, para 9 he was transferred to taxation section from 18-7-90. However he did not join duty since then, he did not give an application to the bank for his absence. He was not sick after 18-7-90. On the basis of these admissions the management contended that workman since remained absent more than 180 days without permission from 18th July, 1990 he was given letter dated 19-12-90 to report for duty within 30 days else he would be deemed as voluntarily retired and that the said notice was issued in consonance to Clause 17(a) of the Bipartite Settlement dated 10-4-89 and in spite of this workman remained absent and therefore as per the settlement he is deemed to have voluntarily retired which was informed to workman on 19-1-91 and later on 31-1-91. Banks Chief Manager, Mr. Marandji deposed that workman was given notice to the above effect under Registered A.D.

8. Clause 17(a) of the Bipartite Settlement dated 10-4-89 states :—

"When an employee absence himself for a period of 90 or more consecutive days, without submitting any application for leave or for its extension or without any leave to his credit or beyond the period of leave sanction originally/subsequently or when there is a satisfactory evidence that he has taken up employment in India or when the management is reasonably satisfied that he has no intention of joining duties, the management may at any time thereafter give a notice to the employee at his last known address calling upon him to report for duty within 30 days of the date of the notice, stating inter alia the grounds for coming to the conclusion that employee has no intention of joining the duties and furnishing necessary evidence, where available. Unless the employee reports for duty within 30 days of the notice or gives an explanation for his absence within the said period of 30 days satisfying the management that he has not taken up another employment or avocation and that he has no intention of not joining his duties, the employee will be deemed to have voluntarily retired from the bank's service on the expiry of the said notice."

9. The above said Bi-partite Settlement clearly point out that the absence of the workman for a period of 90 or more and giving him 30 days notice, if he does not join duty can be inferred that he had no intention of joining his duties which deem to have been voluntarily retired. Apart from this provision in the Bi-partite Settlement the prolonged absence without permission is held serious misconduct amounting to gross indiscipline deserving the punishment of termination as held in *A. M. Eashwarachar and Executive Engineer(Electrical) reported in 1995(I) LLJ 1065*. Their Lordships observed that "under the

guise of sympathy there can be no compromise in cases of indiscipline". In the case in hand as stated above workman admittedly remained absent from duty from 18-7-90, he was not sick after 18-7-90, he did not make application for leave. The Learned Counsel Shri Pai submits that on these two material points, the action of the management is justified.

10. So far voluntarily retired from the service under the Bi-partite Settlement referred to above is concerned, notice is necessary to be given to the workman mentioning therein that his absence for more than 90 days indicates his intention of not joining duties, and so far prolonged absence, without permission amounts to serious misconduct equally necessary to seek explanation from the concerned workman. According to Mr. Marandi, notice was given on 19-12-90 and 31-1-90, however, workman denied to have received such notices. Mr. Marandi is unable to produce any acknowledgement by way of documentary evidence to show that the letter/notice were received by the workman.

11. The Learned Counsel Mr. Pai submits that Marandi is a responsible officer of the bank. He has no reason to depose false and in that light workman's statement that he did not receive the notice, cannot be accepted and it is a sheer lie. The management which is a nationalised bank is required to maintain record. Had bank given and workman received notice/letter dated 19-12-90, 31-1-91 bank would have certainly produced documents to that effect, however, that is wanting. Therefore, in the absence of evidence to this effect, hardly can be said that workman was given opportunity to explain his absence, therefore, there cannot be said to be compliance of clause-17(a) of the Bi-partite Settlement.

12. Their Lordships in *Syndicate Bank Vs. General Secretary, Syndicate Bank Staff Association*, 2000 (85) FLR 807 in the case of deemed voluntarily retirement held that the relevant clause of Bi-partite Settlement is in consonance with the Principles of Natural Justice and ruled that if an employee absented himself from work for a period of 90 or more consecutive days the Bank is entitled to invoke the above said clause of the Bi-partite settlement and treat the employee as having voluntarily retired from service. However, the settlement itself points out on giving notice to the employee and that Their Lordships have persistently insisted on observance of rules of Natural Justice. Before going through the Principles of Natural Justice, it is relevant to note the observation of Their Lordships of Supreme Court in *Ajaib Singh Vs., The Sirhind Co-operative Marketing-cum-Processing Service Society Ltd. & Anr.* JT 1999 (3) SC 38 :

"The Act was brought on the statute book with the object to ensure social justice to both the employers and employees and advance the progress of industry. It is a piece of legislation providing and regulating the service conditions of the workers."

In *Hindustan Antibiotics Ltd. Vs. The Workman* AIR 1967 SC 948 Their Lordships ruled :

"The Act is intended not only to make provision for investigation and settlement of

Industrial disputes but also to serve industrial peace so that it may result in more production and improve the national economy. The provisions of the Act have to be interpreted in a manner which advances object of the legislature contemplated in the Statement of objects and reasons. While interpreting difference provisions of the Act, attempt should be made to avoid industrial unrest, secure industrial peace and to provide machinery to secure that end. In dealing with industrial disputes, the courts have always, emphasized the doctrine of social justice which is founded on basic ideal of socio-economic equality as enshrined in the preamble of our constitution. While construing the provisions of the Act, the court have to give them a construction which should help in achieving the object of the Act."

13. The Learned Counsel Mr. Anchan for the workman vehemently urged that workman had not tendered resignation. His name was struck off from the muster roll, amounts to termination of service and that cannot be done without inquiry being held in the matter, attracting Principles of Natural Justice, Looking to the intention of the legislature and the observations made above. Since nothing of the sort on record to show that notice was given to the workman to explain on his absence nor inquiry held, though obligatory upon the employer who wants to retrench the workman, to give notice thereby to follow the Principles of Natural Justice. Management treated the workman as voluntarily retired and thereby terminated his service. Their Lordships of Supreme Court in *Jai Shankar Vs. State of Rajasthan* AIR 1966 SC page. 492 ruled :

"Removal from service without giving opportunity to show cause is illegal."

In the Bipartite Settlement discretion is conferred upon the management to terminate or not to terminate the service of the employee who overstays the limit. This discretion has to be based on consideration of all the circumstances and material which may be available on record. Question which would naturally arise or what circumstances compelled the employee to proceed on leave, why he overstayed the leave, was there any just and reasonable cause for overstaying leave, such question could only be answered by the management provided it was inherent in the provision that the employee against whom action was proposed to be taken on the basis of such a provision, given an opportunity of hearing. The Principles of Natural Justice had to be complied with, when employee had to be informed on the grounds for which action was proposed to be taken against him. Termination of service of a permanent employee would be bad if it did not purport to provide opportunity of hearing to an employee whose services are treated to have come to an end automatically. Their Lordships of Supreme Court in *Scooters India Ltd. Vs. M. Mohammad Yawub And Anr.* 2001 SCC (L&S) 148, clearly ruled that there cannot be automatic termination of the employee on the basis of the standing order/Bi-partite Settlement and that the Principles of Natural Justice had to be complied with.

14. In Kuman Mandal Vikas Nigam Ltd. Vs. Girja Shankar Pant and Ors. 2001 SCC (L&S) 189. Their Lordships observed :

“The doctrine of natural justice is not only to secure justice but to prevent miscarriage of justice. The doctrine was held to be incapable of exact definition but what a reasonable man would regard as a fair procedure in particular circumstances. A question arises as to who is a reasonable man. In India, a reasonable man cannot but be a common man similarly placed and further observed that although over the years there has been a steady refinement as regards the Doctrine of Natural Justice but no attempt has been made and infact, cannot be made to defend the doctrine in a specific manner or method strait jacket formula cannot be made applicable but compliance with the doctrine is solely dependent upon the facts and circumstances of the case. The totality of the situation was to be taken note of and on examination of such totality it come to light that the executive action suffers from the vice of non-compliance with the doctrine the law courts ought to set right the wrong inflicted upon the person concerned and to do so would be a plain exercise of judicial power. As a matter of fact the doctrine is now termed as a synonym of fairness in the concept of justice and stands as the most non-accepted methodology of a governmental action.”

15. The Learned Counsel Mr. Pai submits that workman remained absent without any leave application, he was not sick and thereby remained absent unauthorisedly, amounts to voluntary retirement under the Bi-partite Settlement for which no inquiry is needed. As referred to above, Their Lordships of Apex Court pointed out that the object of bringing the statute book is to ensure social justice to both employers and employees and advance the progress of industry by bringing about the existence of harmony and cordial relations between the parties which is a social legislation. If looked the circumstances on record in the totality, the fact that no single letter was written to the workman is clear-cut failure of observance of Principles of Natural Justice.

16. The Learned Counsel Mr. Pai submits that there is no termination as the workman was voluntarily retired under the Bi-partite Settlement and when there was no termination the tribunal does not get jurisdiction to decide the reference pointing on termination. As stated above, striking off name from the muster roll amount to termination of service. He cannot be said to be voluntarily retired from the service as discussed supra. Consequently this tribunal gets jurisdiction to decide the reference.

17. Under the Bi-partite Settlement para. 7(a) no inquiry is contemplated. However, before taking recourse to the said provision notice is necessary to be issued and received by the workman, that is lacking in the case in hand and thereby rules of Natural Justice have not been observed, therefore management cannot avail remedy under the settlement.

18. It is thus clear that the managements action amounts to termination. Managements witness Mr. Marandi admits that workman was not given charge-sheet nor he was given retrenchment compensation. Therefore, action of the management is totally unjustified. Consequently workman is entitled to reinstatement and consequential monetary benefits. Issues are answered accordingly and hence the order :

ORDER

The action of the management of Dena Bank, Mumbai by terminating the service of Sh. Ramesh Pandurang Ramane is not justified.

Management is directed to reinstate the workman and pay him consequently monetary benefits.

S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 3 जून, 2002

का.आ. 2158.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एल.आई.सी. ऑफ इण्डिया के प्रबंधन के संघर्ष नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण श्रम न्यायालय नं.-1, मुम्बई के पंचाट (संदर्भ संख्या 1/45 ऑफ 1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-5-2002 को प्राप्त हुआ था।

[सं.एल-17012/22/96-आई.आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 3rd June, 2002

S.O. 2158.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1/45 of 1997) of the Central Government Industrial Tribunal-cum-LC No. 1, Mumbai as shown in the annexure in the Industrial Dispute between the employers in relation to the management of LIC of India and their workman, which was received by the Central Government on 31-5-2002.

[No. L-17012/22/96-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

PRESENT :

Shri Justice S. C. Pandey, Presiding Officer.

Reference No. CGIT-45/1997

PARTIES :

Employers in relation to the management of Life Insurance Corporation

AND

Their Workmen

APPEARANCES :

For the Management : Shri V. W. Bappat, Admin. Officer

For the Workman : Shri C. S. Dalvi, Vice-President, Maharashtra

Mumbai, dated the 17th day of May, 2002

AWARD

The Central Government has referred the following question to be answered by this Tribunal in exercise of its powers under clause (d) of sub-section (1) and sub-section 2 A of Section 10 of the Industrial Disputes Act, 1947 (The Act for short).

“Whether the action of the management of LIC of India, Panaji-Goa in denying to correct the date of birth of Smt. Cynthia Colaco, Typist from 7-6-1965 to 7-6-1966 on the basis of certificates of HSC, baptism, college leaving certificate and Certificate of birth issued under section 7 of the Registration of Births and Death Act, 1969 in comparison to SSC Certificate is legal and justified? If not, to what relief the said workman is entitled?”

2. Shortly stated the facts of this case are as follows : Smt. Cynthia Colaco was appointed as a Typist by Senior Divisional Manager, Goa Division of Life Insurance Corporation of India on 8-6-1989. She submitted at the time of appointment Secondary School Leaving Certificate. In that certificate, her date of birth was shown as 7-6-1965 in figures as well as words. It was certified that she studied in Pope John XXIII High School up to June 1980 and passed S.S.C. examination of March 1981. She also submitted a certificate of Higher Secondary School Certificate examination, whereby she was declared to have passed the Higher Secondary School Certificate examination, held by Daman and Diu Board of Secondary Education, Panjim. In this certificate her date of birth is shown as 7th June, 1966 in words and figures. The certificate was issued on 6th September, 1983 and in respect of examination held in March 1983. The two certificates showed a difference of one year. Therefore, the office of the Divisional Manager required her to submit a clarification for determining the date of birth for the purpose of entry in her service record. Pursuant to the letter dated 25-1-1990, Smt. Cynthia Colaco submitted the copy of the Baptism Certificate issued on 14-6-1966 showing her date to be 7-6-1966. She also submitted College leaving certificate, the certificate of birth under section 17 of Registration of Births and Death Act 1969. She also issued a corrected certificate issued by the Principal of Pope John XXIII High School, Premnagar, Goa after verify the correctness of her date of birth from the school records. All the documents filed by her were rejected. Thereafter the union of employees of LIC, Goa raised an industrial dispute before the Conciliation Officer. The Conciliation failed and consequently the matter was referred to this tribunal.

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3. The Union in its Statement of claim has stated the aforesaid facts already stated above and asserted the Life Insurance Corporation has arbitrarily rejected the claim of Smt. Cynthia Colaco without giving any reason and without passing any order.

4. On behalf of Life Insurance Corporation of India the facts stated in paragraph were not disputed. It is contended on behalf of Life Insurance Corporation of India that under the powers conferred by the Life Insurance Corporation Act, 1956 the Competent Authority had framed regulations. These regulations were framed in year 1970 under section 49(2) of the Life Insurance Corporation Act, 1956 as it stood at time. The amendment of the Act in year 1981 had raised status of these regulations to rules retrospectively as per Section 48(2A) of the amending Act of 1981. This amendment had taken away the power of adjudication retrospectively. The amendment was notwithstanding anything contained in the Industrial Disputes Act 1947. The determination of age Smt. Cynthia Colaco was done as per instructions issued under clause 4 of the regulations which had status of rules. Therefore, this tribunal had no jurisdiction to go beyond the order passed under the regulations. It was sought to be established that determination was done because there were instruction to hold the entry in Secondary School Leaving Certificate as the only evidence admissible for the purpose of this dispute.

5. It was also asserted that application filed by Smt. Colaco for changing her date to 7-6-1966 was rejected by the Asstt. Director of Board Secondary Education.

6. The Union filed a rejoinder and asserted that the Life Insurance Corporation did not follow the instructions issued under Regulation 4 of the Regulations framed in the year 1970. That apart it was urged that Smt. Cynthia Colaco never made any application for correction of her date of birth before the Director of Secondary Education. All other allegations were denied.

7. Thereafter, Smt. Cynthia Colaco filed affidavit in lieu of examination in chief. She filed the documents as per list marked as W1 to W16. She was cross-examined and the case was closed. The LIC did not examine any witness. The matter was posted for arguments but it could not be heard during the tenure of my predecessor who resigned before he could hear and decide it. After I took over the matter was placed before me for argument. I have heard the parties who have also given the written submission.

It appears from the affidavit and cross-examination of Mrs. Cynthia Colaco that she asserted that her date of birth was wrongly recorded in her service record as 7-6-1965. Actually, it is 7-6-1966. She says that by letter dated 25-1-1990, she was called upon to explain the discrepancy in S.S.C. Certificate showing 7-6-1965 and that shown in H.S.C. certificate as 7-6-1966. She was directed to get the correction made in S.S.C. certificate. The management of L.I.C. at Goa accepted the date given in the S.S.C. School Leaving Certificate without giving any reason, for same or without hearing her. She stated that she had submitted the Baptism certificate,

the certificate of Birth and the H.S.C. certificate issued on 6-9-1983. All these certificates were not accepted because there was policy decision after consulting the Zonal office and Central office to go by the date given in S.S.C. certificate. In cross-examination she stated that she had submitted the Baptism Certificate, the Birth Certificate and the S.S.C. Certificate in the year 1989. She denied that she moved the Director of Secondary Education, Goa for changing the original certificate because it was barred by time. From the aforesaid evidence it is clear that at the time of her appointment she had given certain certificates. Firstly, she admitted that she had submitted Secondary School passing/school leaving certificate showing the date of her birth as 7-6-1965 (Exhibit W12). She asserted that along with it she had submitted High School Certificate Examination, (Ex-W15) showing her date of Birth as 7-6-1966. It is alleged by her that she had requested for correction of her birth date as 7-6-1966 on the basis of Baptism certificate, (Ex W10) and the birth certificate under the Registration of Birth and death (Ex W-14). It was alleged by her in her affidavit that the concerned authorities were insisting that she should get S.S.C. Certificate (Ex-12) corrected by the authorities who gave the certificate. But this could not be done as the matter was time barred. The L.I.C. authorities without hearing her recorded the date of birth as 7-6-1965. No reasons were recorded by the L.I.C. for its conclusion. This tribunal assumes that for a moment that instructions issued by the Chairman under Regulation No. 4 had a force of law. If that be so, it may be readily seen that the entries mentioned at item No. 1 to 4 are inter related. Besides, their any employee could submit a certificate obtained from an educational institution where the employee studied last (item No. 5) Extract of Births and Deaths Register (Item No. 6) Baptism certificate (Item No. 7) besides others. See Ex/W16 filed by the Union. In this case the date of birth in Higher Secondary School Certificate is covered by Item No. 7 because it showed Smt. Cynthia Colaco studies last there. Apart from that she had submitted an extract of Registration of Birth and Death Certificate (Ex. W-14) and Baptism certificate (Ex W 10). There was definitely conflict in the entries made in the "document listed in First schedule. This was not case of no dispute. Such a dispute could be determined under paragraph 6 and as such was appealable as per paragraph 9 of Instructions. If no reasons are given for making an entry then a party cannot appeal. It is of the essence of a quasi-judicial order it should be reasoned. If it was not reasoned, it is apparently arbitrary whittling down right of appeal. In fact the order is a nullity. It is now well established that an order which is null and void can always be challenged in an appropriate forum. That apart it is also clear that Smt. Cynthia Colaco would suffer civil consequences as a result of reducing of her age by one year of the date of her birth is 7-6-1966. She should have been given full opportunity of hearing by permitting her to lead evidence to resolve the two discrepant entries made in documents. This was also not done. On this ground also making of the birth entry of Smt. Cynthia Colaco would be null and void and the entry is liable to be set aside.

8. It has been ardently contended that this reference is not maintainable because the aggrieved party cannot raise an industrial dispute regarding the date of birth as the jurisdiction of this tribunal has been taken away. The jurisdiction of a Industrial tribunal ennuates from section 7A of the Act. The Industrial Tribunal is competent to decide any industrial dispute which is covered by second schedule or third schedule. The item No. 6 of Second Schedule is a residuary Article. It clothes the labour court with powers to decide all matters which have not been provided in the third schedule. However, as the industrial tribunal exercises jurisdiction over the matters referred to second schedule as well as third schedule, the entry in item No. 6 of second schedule is reduced to 'all matters' and has to be read in this manner. In fact the schedules to an enactment are treated part and parcel of that Act. They are deemed to be as if they are written pen and ink in the parent Act at appropriate place. *Ujagar Prints vs. Union of India* 1989 SC 516 at page 531 *Aphali Pharmaceuticals vs. State of Maharashtra* AIR 1989 SC 2227 at page 2237. However, in the context of section 7A the words other than those specified in third schedule become meaningless because 7A confers powers on an industrial tribunal to decide the matters referred to in the second or third schedule. The words 'other than those' specified in the third schedule have to be read down so far as the Industrial tribunal is concerned in order to avoid absurdity. As such this entry No. 6 of second schedule is wide enough to cover the dispute relating to date of birth of a workman and the manner of its decision. The recording of the date of birth of a workman correctly is one of his essential service condition. It may affect his date of superannuation and also the emoluments attached with date of retirement. It is too serious a matter to be trifled with. It is not disputed that LIC is an industry. It is an insurance company. It is not disputed that Smt. Cynthia Colaco is a workman within section 2(S) of the Act. Thus, there is complete scene for a dispute between the workman and his industrial employer. Then difference or dispute is real and substantial. It is connected with employment and the terms of employment. The Life Insurance Corporation is at logger heads with its employee Smt. Cynthia Colaco whose cause was taken up by the union before the conciliation officer. Thus, all conditions for this reference are prima-facie satisfied.

9. However, the contention on behalf of the Life Insurance Corporation is that Life Insurance Corporation Act was amended by the Amendment Act in the year 1981 (1 of 1981). There was an addition of clause (oo) to section 48 in Sub-section (2) of Section 48 which authorized the Central Govt. to make rules. By virtue clause (oo) the Central Govt. was specifically given power to make rules regarding the terms and conditions of the employees and the agents of the Corporations. Section 48(2)(oo) read as under:—

"(oo) the terms and conditions of service of the employees and agents of the Corporation including those who became employees and agents of the Corporation on the appointed day under this Act."

Section 2-A also added. Section 48 (2-A)(2-B) and (2-C) read as under :

“(2-A) The regulations and other provisions as in force immediately before the commencement of the Life Insurance Corporation (Amendment) Act, 1981, with respect to the terms and conditions of service of employees and agents of the corporation including those who became employees and agents of the Corporation on the appointed day under this Act, shall be deemed to be rules made under clause (oo) of sub-sec. (2) and shall subject to the other provisions of this section, have effect accordingly.

(2-B) The power to make rules conferred by clause (oo) of sub-sec. (2) shall include—

- (i) the power to give retrospective effect to such rules; and
- (ii) the power to amend by way of addition, variation or repeal the regulations and other provisions, referred to in sub-sec (2-A) with retrospective effect.

From a date not earlier than the twentieth day of June, 1979.

“(2-C) The provisions of clause (oo) of sub-sec. (2) and sub-sec. 12-B and any rules made under the said clause (oo) shall have effect, and any such rule made with retrospective from any date shall also be deemed to have had effect from that date notwithstanding any judgement, decree or order of any court, tribunal or other authority and notwithstanding anything contained in the Industrial Disputes Act, 1947 (14 of 1947) or any other law or any agreement, settlement, award or other instrument for the time being in force.”

10. It is argued, therefore, that the staff regulations have attained the status of rules framed by the Central Govt. and the directions issued by the Chairman of the Corporation have the status of directions under the rules. These powers of framing rules and treating the regulation already framed as rules are notwithstanding anything contained in the Industrial Disputes Act. For this reasons, the order of the chairman prevails. Unfortunately, the copy of the regulations has not been placed before this tribunal. We do not know therefore, what was the power of the Chairman of the Corporation under regulation No. 4. A study of the Life Insurance Corporation of India (verification of date of birth of employees) Instructions 1970 (Ex W-16) show they are merely administrative instructions. Factually the regulation itself was a delegated legislation. There was no possibility of further delegation of power or for directing the concerned authority to decide a dispute on the basis of a particular document and from particular list of documents. Further no regulation or no rule can delegate power for directing a quasi-judicial authority to decide the dispute on the basis of a particular set of evidence. For all these reasons and also for the reason that a delegate cannot further sub-delegate the instruction of 1970 (W16)

are treated only Administrative instructions and have no status of a regulation or rule. Even if they had the status of a regulation or rule the jurisdiction of the Industrial Tribunal is not taken away. Firstly the Life Insurance Corporation has not placed any order alleged to be passed by it. The presumption is there are no reasons given. If we study the W16 along with, First schedule then we shall find it gives a list of 10 documents in first schedule. The instructions No. 5(2) requires the Corporation to call upon the employee to produce 'listed documents'. The listed documents are mentioned as 1 to 10 in first schedule. They include a Baptism certificate, a birth certificate, the certificate issued by a school or other educational institutions by a school or other educational institution recognized by the appropriate Governmental Authority. This would include a High School Certificate. Thus, dispute arose as per clause 5(3) of Instructions when Mrs. Colaco pressed into service documents showing her date of birth as 7-6-1966. The documents were mentioned in the first schedule. Thus, a dispute had to be decide in terms of clause 6. It is appealable merely because these regulations have been raised to status of rules, the Industrial Disputes Act 1947 has not been abrogated. The duty of this tribunal is to see that conditions of mentioned in these rules regulations are followed. In this connection, Life Insurance Corporation has placed reliance on M. Venugopal Vs. Divisional Manager, LIC AIR 1994 1343 is limited to the proposition if the definition of retrenchment conflicted with the regulation 14 which has been declared a rule with retrospective effect there regulation 14 shall prevail over the definition of retrenchment given in section 2(oo) of the Act. The regulations converted into rules shall over ride the provisions of the Act if they came in conflict with the provisions of Industrial Disputes Act. The Supreme Court did not say that Industrial Dispute had gone out of the jurisdiction of Industrial Disputes Act. All that was said that the matters shall be decided in accordance with Regulation No. 14 which had status of rule. The effect L.I.C. vs. Raghvendra Seshaguri Rao Kulkarni AIR 1998 S.C. 327 was the same. The case of A. V. Nachne vs. L.I.C AIR 1982 SC 1126 has been followed for upholding the constitutional validity of amending Act. In the opinion of this tribunal all the cases relied upon by the learned counsel for Life Insurance Corporation are distinguishable. The conclusion of this tribunal is that the amending Act does not abridge the power of adjudication. All that is said that rules shall prevail if they came in conflict with the Act, Judgement or Decree of a Court. Nothing has been pointed out which shows that power to decide the dispute retaining in the terms of Act or Regulations has been taken away.

11. The next question if this tribunal could determine the dispute between the parties. The answer is in affirmative that it can do so. In the opinion of the tribunal in absence of any evidence, led by the LIC. the documentary evidence as well as affidavit and oral evidence in cross-examination of Mrs. Cynthia Colaco determines the facts of the case. The statement of Mrs. Colaco in affidavit, her cross-examination is not very specific is of no help to this tribunal on merits. It necessary delve deep into the nature of evidence placed before this tribunal. From the very beginning Smt. Colaco had placed two sets of documents showing

two different dates of her birth before LIC authorities. She was called for recruitment on 27-7-1987. She submitted Secondary School Certificate (New Course) examination of March 1981. Her date of birth is shown as 7-6-1965. (Ex-W15). At page 30, the certificate relating to Higher Secondary School Certificate examination is filed and is marked (Ex-WW 15) showed the date of birth. This shows that she appeared in examination held by the same Board after two years and passed the examination. Both the certificates say that the date of birth is same as entered by the candidate in admission form. There are two Baptism Certificate filed. One issued on 7th June 1971 showed the date of Birth as 7th June 1965 (Ex. W10) and one issued 6th Feb. 1990 shows the date of birth 7th June 1966 (Ex W-11). The same is the position regarding two certificates. One school leaving certificate gives the date as 7-6-1965 (Ex. W12) and the other Ex. W-13 as 7-6-1966 (however, the words are corrected). The testimony of Cynthia Colaco is also not very much revealing. It clearly appears to this tribunal that the Baptism Certificate and the school leaving certificate showing the date of birth as 7-6-1966 were created subsequently. The entry in the register of birth and death is (Ex. W 14) is not conclusive because it is entered into register No. 989/87. The date of registration is not clear but it must be as 1987. The certificate was issued on 16th June 1987 (Ex. W 14). The entry does not appear to have been made soon after the birth. To this tribunal the most authentic document appears to be the Baptism Certificate (Ex. 10). It records the date of birth correctly and was issued in the year 1971. Therefore, correct date was in the Secondary School leaving certificate (Ex. W 15) and the Secondary School Certificate (W 15). The other documents cannot be relied upon as authentic as they appears to have been subsequently created. The affidavit and evidence of Smt. Cynthia Colaco is not reliable for holding that she was born on 7-6-1966.

12. The result is that this reference is answered by saying that after considering the merits of claim of Mrs. Cynthia Colaco, this tribunal is of the opinion that she was not able to prove her case that she was born on 7-6-1966. The reference can now be answered by saying that legally the action of Divisional office of Life Insurance Corporation of India, Goa, whereby it made arbitrary entry of the date of birth as 7-6-1965 could not be sustained, but for the fact that tribunal itself is satisfied from the evidence on record that the pre-ponderance of probabilities pointed out that Smt. Cynthia Colaco was born on 7-6-1965 and not on 7-6-1966. The reference is accordingly answered in favour of the Life Insurance Corporation of India by rejecting the claim of the workman, Smt. Cynthia Colaco.

S. C. PANDEY, Presiding Officer

नई दिल्ली, 3 जून, 2002

का.आ. 2159.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार एल.आई.सी. ऑफ इण्डिया के प्रबंधन के संबंध नियोक्तों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं.-2, मुम्बई के पंचाट (संदर्भ संख्या 2/108

अफ 1998) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-5-2002 को प्राप्त हुआ था।

[सं.एल-17012/47/97-आई.आर. (बी-II)]

सी. गंगाधरण, अवसर सचिव

New Delhi, the 3rd June, 2002

S.O. 2159.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/108 of 1998) of the Central Government Industrial Tribunal-cum-LC No. 2, Mumbai as shown in the annexure in the Industrial Dispute between the employers in relation to the management of LIC of India and their workman, which was received by the Central Government on 31-5-2002.

[No. L-17012/47/97-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II, MUMBAI

PRESENT :

S. N. Saundankar.—Presiding Officer.

Reference No. CGIT-2/108 of 1998.

Employers in relation to the Management of LIC of India.

The Sr. Divisional Manager,
LIC of India, Mumbai Divisional
Office, Yogakshema,
Jeevan Bhima Marg,
Mumbai-400 021.

AND

Their Workmen.

Insurance Employees Association,
Genl. Secretary, Insurance Employees
Association, Gulestan Building,
IInd Floor, M.D. Marg,
Fort, Mumbai.

APPEARANCES :

For the Employer.—Mr. S. S. Dhamapurkar,
Representative.

For the Workmen.—Mr. A. S. Deo,
Representative.

Mumbai, dated 18th March, 2002

AWARD-PART-II

By the Interim Award dated 22/2/2000 (Exhibit-23) my Learned Predecessor held that domestic inquiry conducted against the workman was as per the Principles of Natural Justice and the findings recorded by the inquiry officer are not perverse. Consequently point as regards punishment is to be considered in the matter, in the light of the amending section 11A of the Industrial Disputes Act, since

in view of the settled legal position if the employees services are terminated after proper domestic inquiry held in accordance with the rules of Natural Justice and conclusions arrived at the inquiry are not perverse, the industrial tribunal is not entitled to consider the propriety and the correctness of the said conclusions.

2. Inquiry officer by his report dated 15-9-95 concluded that the workman Shri Dalvi by issuing self cheques dated 12-6-93 and 23-4-94 of Rs. 500 each drawn on Vima Kamgar Co-op. Bank Ltd., knowingly sufficient funds were not at credit, which consequently bounced, resulting in failure to maintain absolute integrity and devotion to duty to service of the Corporation honestly and faithfully which act was prejudicial to the interest of the Corporation and also to good conduct under Regulation-39. By the said report he suggested imposing penalty of reduction of basic pay by one stage and that the disciplinary authority accepting the said suggestion imposed the said penalty.

3. Union's contention is that penalty imposed as above is disproportionate to the charges proved. It is contended by imposing the said penalty workman was debarred for promotion to the next higher grade and consequently cheque facility was withdrawn, is against the Principles of Natural Justice. Union therefore contended that penalty imposed be set aside. Management opposed the same contending that the reference is not well founded in as much as, the Disciplinary Authority imposed penalty of reduction of basic pay by one stage under clause (d) of Regulation 39(i) of Staff Regulations, whereas the reference is on withholding of increment or reduction of increment. Under clause (b) of sub-regulation (1). Therefore the reference is not maintainable. It is contended that reduction of basic pay by one stage is minor penalty in the light of the temporary misappropriation of the public funds and it is further contended that consequently ineligibility for promotion for a limited period of one year and a withdrawal of the facility of encashment of self cheque, are not punishment under the staff regulations or in effect, but they are mere conclusions of the employee having misused the facility of encashment of cheques, therefore, question of violation of principles of Natural Justice does not arise.

4. Since the inquiry is held proper, in view of the decision in *Sur Emanuel and Stamping Works Limited Vs. Their workmen* 1963 II LLJ SC pg. 367 point as regards the action of the management is to be considered and in this context, workman Dalvi filed affidavit in lieu of Examination-in-Chief (Exhibit-25) and union closed evidence vide pursbis (Exhibit-26), however, no oral evidence is led on behalf of the management vide pursbis (Exhibit-27).

5. Union filed written submissions (Exhibits-30,35) and 37) alongwith copies of the rulings and the management (Exhibit-32). On perusing the record as whole and hearing the Learned Representatives I record my findings on the following issues for the reasons mentioned below :

Issues	Findings
3. Whether the action of the management for reducing one increment of the workman Dalvi is legal and justified ?	Legal and Justified.

4. If not, to what relief the workman is entitled to ? As per order below.

REASONS

6. At the outset the Learned Representative for the management Shri Dhamapurkar submits that terms of schedule are contradictory to the action taken by the management. He submits that the management imposed punishment of reduction of basic pay by one stage under clause (d) of Regulation 39(1) of staff regulations, whereas the term of reference is withholding of increments|reduction of increment. Under clause (b) of the sub-regulation (1) of Regulation-39(i) he submits that the Tribunal has to give finding on the schedule under section 19(4) of the Industrial Disputes Act and from this point of view he submits reference is not maintainable. Since on proper inquiry punishment of reduction of basic pay by one stage has been imposed by the Disciplinary Authority, in the light of the evidence it is proper to see whether the punishment imposed is legal and justified. According to workman he joined the services in 1982. He was due for higher promotion of Assistant in 1995-96. He stated that in case of Jagtap and Kumar for the same cause management had dropped chargesheet and he was let off by charging Rs. 15 for bouncing back of the cheque. However in his case discrimination is made. It is seen from his evidence (Exhibit-11) he is B.A., he was Joint Secretary of the Union, many occasions he had availed facility of cheque encashment. He further admits that he had given cheques on the dates 12-6-93 and 23-4-94 for encashment of Rs 500 and those were dishonoured as there was no sufficient balance. The moment he issued cheque not only that amount thereby would be debited, but had knowledge on the consequences of bouncing the same. This shows knowingly he did an act which is dishonest. Not only this by delaying the payment he committed temporary mis-appropriation of the public fund which is a crime under Negotiable Instruments Act of 1881. This act can safely be said to be a misconduct and for this the penalty of reduction of basic pay by one stage, cannot be said to be major disproportionate punishment.

7. So far the submissions advanced by the Learned Representative of the Union, Mr. Deo that by imposing above said penalty a cheque facility had been withdrawn and that he was disqualified for promotion which is also a penalty and that at one time more than one, penalty cannot be imposed amounting to double jeopardy is concerned, nowhere in the inquiry report nor the disciplinary authority made mention on the punishment as called double jeopardy by the union. The Disciplinary Authority imposed only punishment of reduction in basic pay, by one stage. The consequence of this penalty may be withdrawal of cheque facility and debarring him promotion, however that certainly cannot be said to be a penalty imposed by the management. Therefore, I find no substance in the above said submission.

8. The Learned Representative for the union submits that penalty imposed must be commensurate with the gravity of misconduct and any penalty disproportionate to the gravity of the misconduct would be violative of Article-14 of the Constitution. He has relied on *Ranjit Thakur Vs. Union of India*, (1987)

4 S.C.C. 611 (AIR 1987 SC 2386) wherein their Lordships Observed :—

“The question of choice and quantum of punishment is within the jurisdiction of the Tribunal (Court Martial). But the sentence has to suit the offence and the offender. It should not be vindictive or unduly harsh it should not be so disproportionate to the offence to shock the conscience and amount in itself to conclusive evidence of bias. The doctrine of proportionality, as part of the concept of judicial review would ensure that even on an aspect which is otherwise, within the exclusive power of Tribunal, if the decision of the court even as to the sentence is an outrageous defiance of logic, then sentence would not be immuned from correction. Irrationality and perversity are recognised grounds of judicial review.”

By catena of Judgements it is apparent that Tribunal can interfere with the order of management considering the particular conduct and the past record of the employee. Error on the part of management on imposing severe punishment can be corrected by this tribunal under section 11A of the Industrial Disputes Act, for which reliance can be had to M/s. Hind Construction Engineering Co. Ltd. Vs. Their Workmen AIR 1965 SC pg. 917, in case of discharge, dismissal and removal from service. However in the case in hand, punishment is not of that nature. Therefore this court cannot interfere with the same under section 11A of the Industrial Disputes Act. Considering the evidence as a whole, the action of the management imposing penalty of reduction in basic pay by one stage, looked from any point of view can safely be said to be legal and justified. Issue is therefore answered according and hence the order :—

ORDER

The action of the management in connection with the workman, Shri C. S. Dalvi is legal and justified.

S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 3 जून, 2002

का.आ. 2160.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हलाहाबाद बैंक के प्रबंधन के संबंध नियोजकों और उनके कार्यकारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण श्रम न्यायालय चेन्नई के पंचाट (संदर्भ संख्या 637/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-05-2002 को प्राप्त हुआ था।

[सं.एल-12012/299/97-आई.आर. (बी-II)]

सी. गंगाधरन, अवर सचिव

New Delhi, the 3rd June, 2002

S.O. 2160.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of

1947), the Central Government hereby publishes the award (Ref. No. 637/2001) of the Central Government Industrial Tribunal-cum-Labour Court Chennai as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Allahabad Bank and their workman, which was received by the Central Government on 31-5-2002.

[No. L-12012/299/97-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Thursday, the 16th May, 2002

PRESENT :

K. Karthikeyan, Presiding Officer

INDUSTRIAL DISPUTE NO. 637/2001
(Tamil Nadu Principal Labour Court CGID.
No. 18/98)

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between Sri S. Rajakumar and the Management of Allahabad Bank.)

BETWEEN

Sri Rajakumar.—I Party/Workman.

AND

The Regional Manager Allahabad Bank, Chennai.—II Party/Management.

APPEARANCE :

For the Workman Represented by Allahabad Bank Employees Union.—M/s. Balan Haridas, R. Kamatchi Sundaresan, K. Indira. Advocates.

For the Management.—M/s. T. S. Gopalan & Co. Advocate.

AWARD

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947), have referred the following Industrial Dispute for adjudication vide Order

No. L-12012/299/97/IR(B-II) dated
24-7-1998 :—

“Whether the action of the Management of Allahabad Bank in deleting the name of Sri S. Rajakumar, ALPM Operator from the list of successful candidate and further debarred him five years for appearing in promotional tests to Officer Grade, JMG-1 is justified and legal? If not, to what relief the workman is entitled ?”

2. This reference has been made earlier to the Tamil Nadu Principal Labour Court, where it was taken on file as C.G.I.D. No. 18/98. When the matter was pending enquiry in that Principal Labour Court, the Govt. of India, Ministry of Labour was pleased to order transfer of this case from that Principal Labour Court to this Tribunal for adjudication. On receipt of records from that Principal Labour Court, the case has been taken on file as I.D. No. 637/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 17-10-2001 to prosecute this case further. On receipt of notice from this Tribunal, the counsels on either side appeared along with their respective parties and prosecuted this case.

3. When the matter was pending before the Tamil Nadu Principal Labour Court, Chennai Allahabad Bank Employees Union, Tamil Nadu, represented by its General Secretary had filed this claim petition on behalf of the concerned workman Sri S. Rajakumar. The II Party/Management Allahabad Bank has filed the Counter Statement before that Court itself. When the matter was pending enquiry, this case has been transferred to the file of this Court and taken up for enquiry. When the case was taken up for enquiry on 19-2-2002, the counsel for the I Party represents that the matter is settled between the parties and the case may be posted to next hearing for reporting settlement.

4. On the subsequent hearing, neither the I Party nor his counsel on record appeared and made any representation. The counsel for the II Party/Management alone appeared and represented that the I Party/Workman has since appeared for the promotional test and promoted to officer grade and the claim of the I Party became infructuous. On his request, the case has been adjourned for filing a memo

by the II Party to that extent. After adjourning the case for two hearings, on 21-3-2002, a memo has been filed by the II Party, requesting this Tribunal to close the reference on the ground that the concerned workman Sri S. Rajakumar has since been promoted as an officer in Junior Management Grade Scale I with effect from 14-1-2002 and he has joined the T. Nagar branch of the bank and in view of that promotion, the issue referred for adjudication no longer survives for consideration. Along with that memo, a xerox copy of the order dated 5-1-2002 passed by the Respondent/Bank Management promoting the concerned workman as an Officer in Junior Management Grade Scale I of the bank has been filed. Having taken the copy of that memo and notice of that memo by the counsel for the Petitioner, the case was adjourned to 26-3-2002 for the I Party/Petitioner to make his representation. In spite of the case has been adjourned to various subsequent hearings, neither the Petitioner/Workman nor the counsel on record for the Union which represent that workman was present before this Tribunal to make any representation in respect of that memo filed by the II Party/Management.

5. When the matter is taken up to-day finally, an additional memo is filed by the counsel for the II Party with the xerox copy of the memo dated 22-4-2002 by the concerned workman which is served on him. In the additional memo filed to-day by the counsel for the II Party/Management, it is stated that on the basis of photo copy of the memo dated 22-4-2002 served on him, an Award may be passed holding that the claim of the Petitioner has become infructuous. It is seen from the copy of that memo of the Petitioner signed by the Petitioner on 22-4-2002 that he has informed this Tribunal about his withdrawing of this industrial dispute against the II Party/Bank Management, since the dispute is with regard to his promotion as an officer J.M.G.I. has been complied with. Even to-day, neither the Petitioner/Workman nor the Union that represents the Petitioner or the counsel on record for the Union is present to make any representation in respect of this fact. After hearing the counsel on record for the II Party/Management and on perusal of the memo filed by the counsel for the II Party/Management on 21-3-2002 and the additional memo filed to-day with the copy of the memo dated 22-4-2002 of the concerned workman, it is seen that the industrial dispute as referred to

in the schedule of reference does not exist for adjudication by this Tribunal.

6. In view of the memo filed and recorded, an Award is passed holding that the claim of the 1 Party/Workman in the referred industrial dispute has become infructuous. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 16th May, 2002.)

K. KARTHIKEYAN, Presiding Officer

नई दिल्ली, 03 जून, 2002

का.आ. 2161.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विजया बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय तं.-2, मुम्बई के पंचाट (संदर्भ संख्या 2/93 ऑफ 2001) को प्रकाशित करती है, जो केन्द्रीय सरकार की 31-5-2002 को प्राप्त हुआ था।

[सं.एल-12011/83/2001-आई.आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 3rd June, 2002

S.O. 2161.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/93 of 2001) of the Central Government Industrial Tribunal-cum-LC No. 2, Mumbai as shown in the annexure in the industrial dispute between the employers in relation to the management of Vijaya Bank and their workman, which was received by the Central Government on 31-05-2002.

[No. L-12011/83/2001-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II, MUMBAI

PRESENT :

S. N. Saundankar, Presiding Officer.

Reference No. CGIT-2/93 of 2001

Employers in relation to the Management of Vijaya Bank.
The General Manager,
Vijaya Bank,
Regional Office,
1st Floor,
S. V. Road,
Santacruz (W),
Mumbai-54.

AND

Their Workmen.

The Regional Secretary,
Vijaya Bank Employees Association,
27/9-B, Wadia Building,
Cawasji Patel Street,
Fort,
Mumbai-400001.

APPEARANCES :

For the Employer : No Appearance.

For the Workmen : Mr. M. B. Anchan, Advocate.
Mumbai, dated 14th May, 2002

AWARD

The Government of India, Ministry of Labour, by its order No. L-12011/83/2001-IR(B-II), dtd. 27-7-2001, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, have referred the following dispute to this Tribunal for adjudication.

"Whether the action of the management of Vijaya Bank to remove Shri M. B. Nikam from services of the Bank vide order dtd. 14-1-2000 is justified and proper? If not, then what relief the workman is entitled to?"

2. Pursuant to the notice Shri Ratnakar Shetty, Regional Secretary, Vijaya Bank Employees Association filed Statement of Claim (Exhibit-5) on 27-12-2001, contending that workman Shri M. B. Nikam, Armed Guard working at Colaba Branch was illegally terminated by the order dtd 14-1-2000. It is averred that workman was issued chargesheet dtd. 6-5-99 alleging that he failed to comply with the instructions of the superiors, thereby disobeying the orders of the higher authority, unauthorised absence on various occasions, for non compliance of the leave rules of the bank. It is contended workman denied all the charges levelled against him but in the inquiry, he was not given opportunity to defend. It is contended that the management had not informed either of sanctioning leave or rejection of leave application and had also not challenged the medical certificate submitted by him. It is contended that without giving opportunity the inquiry officer held him guilty and that management on the basis of the findings terminated the services of workman illegally, on 14-1-2000. It is contended that action of his termination being illegal, management be directed to reinstate him with full back wages. Record shows that management Vijaya Bank though served vide acknowledgement (Ex-3) did not turn up nor put Written Statement, though sufficient time given. Since Management did not turn up nor put WS. on 9-4-2002 workman was directed to file affidavit in support of the claim and that accordingly workman Nikam filed affidavit (Exhibit-6) on 26-4-2002, reiterating the recitals in the Statement of claims.

3. By way of affidavit workman stated that he was not given opportunity to defend himself and that the findings recorded by the inquiry officer are perverse. He disclosed that he had submitted leave applications for regularising his absence supported by medical certificates, which was not considered by the inquiry officer. He disclosed that the management illegally terminated his services on 14-1-2000.

Nothing to rebut the sworn-testimony (Exhibit-6) Since the evidence of workman has gone unchallenged there is not alternate except to allow the claim. Consequently, following order is passed :—

ORDER

The action of the management of Vijaya Bank to remove Shri M. B. Nikam from services of the Bank vide order dtd 14-01-2000 is neither justified nor proper, consequently workman is entitled to reinstatement in service with consequential monetary benefits.

S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 3 जून, 2002

का.आ. 2162.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विजय बैंक ऑफ इण्डिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कानपुर के पंचाट (संदर्भ संख्या 77/1998)

को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-5-2002 को प्राप्त हुआ था।

[सं. एल.-12012/11/97-आई. आर. (बी.-II)]

सी. गंगाधरण, अवसर सचिव

New Delhi, the 3rd June, 2002

S.O. 2162.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award. (Ref. No. 77/1998) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Union Bank of India and their workman, which was received by the Central Government on 31-5-2002.

[No. L-12012/11/97-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE SRI R. P. PANDEY, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT SARVODAYA NAGAR
KANPUR

Industrial Dispute No. 77 of 1998

In the matter of dispute between

The Union Bank Staff Association
C/o Union Bank of India
24/53 Birhana Road
Kanpur.

AND

Assistant General Manager
Union Bank of India
Regional Office Pandu Nagar
Kanpur.

AWARD

1. Central Government, Ministry of Labour, vide its notification No. L-12012/11/97-IR(B-II) dated 21-4-1998 has referred the following dispute for adjudication to this Tribunal :—

"Whether Shri Sudhir Kumar Agrawal, clerk operating Textron Advance Banker Calculator Machine in General Ganju Branch of Union Bank of India, Kanpur is entitled to the Special Allowance which is payable for assignment of duties on Data Entry Machine in accordance with Chapter VII of Staff Circular No. 3913 dated 23-10-1992? If so to what relief is he entitled from the management of Union Bank of India?"

2. Statement of claim has been filed on behalf of Sri Sudhir Kumar Agrawal with allegations that Sudhir Kumar Agrawal was working as a clerk in the Union Bank of India General Ganj Branch as member of the Union, which has raised the dispute for him. It has been alleged that General Ganj Branch of the Bank is computerised where the computer operator are given special allowance. In that Bank Sri S.K. Agrawal was working as a clerk and was operating Textron Advance Banker Calculator. It has been alleged that the calculator was like a computer on which Sri Agrawal discharged the duties of data entry operator. He discharged duties of data entry operator from 22-4-1995 to 31-7-1996. Under the bipartite settlement data entry operator is entitled to get special allowance of Rs. 285 per month hence Sri Agrawal is entitled to get Rs. 6054.25 when he worked as data entry operator during the aforesaid period on the aforesaid machine.

3. The management of Union Bank of India filed written statement with the allegations that Sri S.K. Agrawal worked as ordinary clerk in the General Ganj Branch of the Bank and he worked on the advanced bankers calculator, which was neither a computer nor data entry machine. It has

been admitted by the Bank that computer operator and data entry operator are entitled to get special allowance but the concerned workman never discharged the duties of a computer operator nor the duties of data entry operator and he used to work on Advance Bankers Calculator. It has been alleged that the claim of the concerned workman is mis-conceived and is liable to be rejected.

4. On behalf of the workman rejoinder has been filed in which the facts alleged in the claim statement have been reiterated. It has been alleged that the advance bankers calculator was computer on which the concerned workman discharged the duties of data entry operator hence he was entitled to get special allowance of that post.

5. The workman examined himself as W.W. 1 and filed a few documents in support of his case. Management examined Sri Gyan Prakash Chief Manager of the Bank as M.W. 1 and filed one document marked Ext. M-1.

6. I have heard the authorised representative for both the parties and have gone through the record of the case. From the pleadings of the parties and evidence on the record it is established beyond doubt that Sri S.K. Agrawal worked in the Bank on Advance Bankers Calculator. In the reference order also it is mentioned that Sri S.K. Agrawal worked on Textron Advance Bankers Calculator in General Ganj Branch of the Union Bank of India S.K. Agrawal stated on oath that he was directed by the then Branch Manager to discharge the duties of data entry operator. His this statement stands falsified by the oral testimony of Sri Gyan Prakash the then Branch Manager of General Ganj Branch who stated on oath that he never directed Sri S.K. Agrawal to discharge the duties of data entry operator. The management has filed a copy of staff circular No. 3913 dated 23-10-92, which shows that the post of data entry operator is filled by inviting applications from the willing clerks of the Bank. Such data entry operators are deputed to work on data entry machines and they are liable to transfer to those branches of the Bank where the data entry machines are installed. There is no evidence on record that any data entry machine has been installed in general ganj branch of the bank. The case of both the parties is that S. K. Agrawal worked on Textron Advance Bankers Calculator but Sri S. K. Agrawal in his statement on oath denied that he ever worked on Textron advance bankers calculator. He insisted in his statement on oath that he discharged duties of the data entry operator. This shows that this workman has no respect for the truth and he can tell lie to any extent to get pecuniary advantage from the bank although he worked only on advance calculator in the Bank and he never operated data entry machine or never worked on computer for which special allowance is provided under the rules and settlements. Thus it is established beyond doubt that the concerned workman only operated advance calculator for which no special allowance is provided under the relevant staff circular or under bipartite settlement.

7. I, therefore, hold that the concerned workman is not entitled to get special allowance meant for data entry operators as provided under staff circular No. 3913 dated 23-10-92. Thus the concerned is not entitled to get any relief in pursuance of the reference made to this Tribunal.

8. The reference is answered accordingly against the concerned workman.

R. P. PANDEY, Presiding Officer

नई दिल्ली, 4 जून, 2002

का.प्रा. 2163.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबंध में निम्नलिखित विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम मंत्रालय लखनऊ के पंचाट (संवर्ध संख्या 209/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 04/6/02 को प्राप्त हुआ था।

[सं. एल.-12012/135/2000-आई.आर. (बी.-II)]

सी. गंगाधरण, अवसर सचिव

New Delhi, the 4th June, 2002

S.O. 2163.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 209/2000) of the Central Government Industrial Tribunal-cum-Labour Court Lucknow as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on 4-6-2002.

[No. L-12012/135/2000-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT :

Rudresh Kumar, Presiding Officer

I.D. 209/2000

Ref. No. L-12012/135/2000/IR(B-II) dated
27-11-2000

BETWEEN

Vinod Kumar S/o Sh. Peerulal Kashyap,
209/25, Saket, Post Rurkee, Har-
dwar (U.P.).

AND

Punjab National Bank, The Regional
Manager, Punjab National Bank,
Regional Office, Arya Nagar, Chowk,
Jawalapur, Hardwar (U.P.).

AWARD

By order No. L-12012/135/2000/IR(B-II) dated 27-11-2000, the Central Government in the Ministry of Labour, in exercise of powers conferred by clause (d) of Sub-section (1) and Section 2(A) of I.D. Act, 1947 (14 of 1947) referred this industrial dispute between Vinod Kumar S/o Peerulal Kashyap, Saket, Hardwar and the Regional Manager, Punjab National Bank, Regional Office, Hardwar for adjudication.

The reference under adjudication is as under :—

“Whether the action of the Management of Punjab National Bank, Hardwar in terminating the services of Vinod

Kumar, driver w.e.f. 6-12-1997 is legal and justified? If not, what relief the concerned workman is entitled to?”

2. Shortly put : the case of the workman, Vinod Kumar, is that he was appointed as driver in the Punjab National Bank; that he was assigned duties of driver at Bitiganj branch, Roorkee and had driven Fiat Car No. UP-10A 0796, Ambassador Car No. UP-10A 8282 at Jawalapur branch and also Car No. UP-15E-540 and 15B-5787 at Saket Meerut; that during his association with the bank he worked more than 240 days in a year; that his services were terminated on 6-12-97 without pay and retrenchment compensation. Thus, the workman has disputed his termination w.e.f. 6-12-97 in this industrial dispute.

3. The management of the bank refuted the case of the workman, and denied him to be in bank's service directly or indirectly, appointed or otherwise his service was ever utilised in the bank for driving. It is admitted that the vehicles cited in statement of claim and the affidavit at one time were owned by the bank but they are no longer under the ownership of the bank. The workman was not getting any salary or emoluments during the alleged period of service from the bank. In fact, he was a personal driver of Mr. Y. R. Sharma, Chief Manager, previously posted at branch official at B. T. Ganj, Roorkee. It is further stated that there existed no relationship of master and servant between the bank and the workman and so, the workman is not entitled to any relief.

4. The workman relies on petrol vouchers showing vehicles numbers and other documents to prove his engagement with the bank. These documents are not seriously disputed by the bank stating that at the relevant period, the vehicles were registered in the name of Punjab National Bank and were given to the officer as per rules of the bank. As per extant rules of the bank, cars provided to top executive, Sr. managerial cadres and middle management cadres posted at important branches. Such officers using the bank cars were entitled to reimbursement of salary of drivers. The arrangement of driver depended on personal choice of such managers and they were entitled to reimbursement only. If the workman was engaged by Sri Y. R. Sharma who was provided with a bank vehicle, the reimbursement to him would not create any

legal right in favour of the workman to claim service in bank as driver.

5. It is clear from the statement of the workman that he was not appointed by written order of the bank. In his cross examination he admitted that he used to drive vehicle of Sri Y. R. Sharma, Chief Manager. He also admitted that the cheques Ex. W-10 to Ex. W-13 were in the name of Sri Y. R. Sharma, who used to pay him. This statement proves that he was a driver arranged by Sri Y. R. Sharma and he was getting reimbursement as per the bank's rules. Various petrol vouchers would not change the situation as it is not denied that Sri Y. R. Sharma was not provided with the bank vehicles. The workman further admitted that Sri Y. R. Sharma was transferred in Jan. 1997 and he went with him to work at his new place of posting. These statements clearly indicate that he was engaged by Sri Y. R. Sharma as 'personal driver' and not by the bank. The bank rules permitted provisions of vehicle and also permitted engagement of personal drivers and to draw reimbursement on prescribed rates.

6. Thus, the workman was not appointed by the bank but was a personal driver of the Chief Manager Sri Y. R. Sharma. In view of this admitted position, there existed no relationship of master and servant between the bank and the workman. The decision in case law [2001(2) Bank CLR 445(Del)] Shree Bhagwan Vs National Housing Bank support's case of the management.

7. Accordingly, the award is that the workman was not a driver of the bank and his services were not terminated as alleged. The workman is not entitled to any relief.

RUDRESH KUMAR, Presiding Officer
LUCKNOW

28-5-2002

नई दिल्ली, 5 जून, 2002

का.अ. 2164.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय जीवन बीमा निगम के प्रबन्धन के संबंध नियोक्तों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/भ्रम न्यायालय कोलकाता के पंचाट (संदर्भ संख्या 39/1992) को प्रकाशित करती है, जो केन्द्रीय सरकार को 05-6-2002 को प्राप्त हुआ था।

[सं.एल.-17011/3/92-आई.आर. (बी.-II)]
सी. गंगाधरन, अवसर सचिव

New Delhi, the 5th June, 2002

S.O. 2164.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 39/1992) of the Central Government Industrial Tribunal-cum-Labour Court, Kolkata as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Life Insurance Corporation of India and their workman, which was received by the Central Government on 5-6-2002.

[No. L-17011/3/92-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 39 of 1992

PARTIES :

Employers in relation to the management of Life Insurance Corporation of India.

AND

Their Workmen.

PRESENT :

Mr. Justice Bharat Prasad Sharma, Pres'ing Officer.

APPEARANCE :

On behalf of Management.—Mr. D.K. Ghosh, Advocate with Mr. S. Sengupta, Advocate and Ms. S. Dutta Chowdhury, Advocate.

On behalf of Workmen.—Mr. M. Dutta, Advocate.

STATE : West Bengal.

INDUSTRY : Insurance.

Dated : 27th May, 2002

AWARD

By Order No. L-17011/3/92-IR(B.II) dated 15-7-1992 the Central Government in exercise of its powers under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Life Insurance Corporation of India, Zonal Office, Eastern Region, in not regularising the services of 29 regular part-time sweepers, cleaners and liftmen in permanent full time job and in not ensuring them all benefits and amenities as enshrined in the LIC Staff Regulation, 1960 and other rules of the Corporation and in abolishing the system of engagement of part-time sweepers and liftmen in the office/premise owned by the Corporation itself and not to make them regular full time basis, is justified, proper and legal? If not, to what relief are the workmen entitled?"

2. The present dispute has been raised by the LIC Employees' Association, Calcutta on behalf of 29 regular part-time Sweepers, Cleaners and Liftmen for their regularisation of service and ensuring other benefits and amenities as laid down in the LIC Staff Regulation, 1960 and other rules and regulations of the Corporation by abolishing the system of engagement of part-time Sweepers and Liftmen in the offices owned by the Corporation.

3. In the written statement filed on behalf of the union it has been stated that the sponsoring union happens to be a trade union having its membership amongst the workmen employed in various offices in the state of West Bengal and the administrative jurisdiction of the Eastern Zonal Office, Calcutta Metropolitan Division, Calcutta Suburban Division and Howrah Division of Life Insurance Corporation of India. It is stated that as per Regulation 3 of the LIC Staff Regulation, 1960 the employment of the Corporation happens to be of two kinds, namely, regular employment and temporary employment. It is also stated that the nomenclature 'badli' or 'part time' do not appears in the said Staff Regulation, but the same are prevalent in the Corporation. So, the Corporation employees badli, temporary and part-time workmen in its various offices under its administrative control situated in different states of India since long. It is also stated that the Corporation has also been employing regular part-time workmen like the concerned 29 workmen the list of

which is annexed with the written statement and reference has been made in respect of them. These workmen are employed in the Eastern Zonal Office at Calcutta and in various offices, places and centres under the administrative control of the Zonal Manager of Eastern Zonal Office, Calcutta. It is also stated that the said workmen have been continuously working in the capacity of Litmen, Sweepers and Cleaners for several years on time-rate basis, though against permanent vacancies. They are employed in the various offices at Calcutta and under the direct control of the Zonal Office and they are doing the perennial nature of job. It is, therefore, stated that though the concerned workmen were employed against permanent vacancies to do the perennial nature of job, the Corporation denied and deprived them of the benefits of absorption in the regular full-time in the service of the Corporation and the appropriate wages and other benefits attached to it. It is stated that due to aforesaid practice in the Corporation, there arose a serious resentment amongst the employees of the Corporation throughout the country and the various unions functioning at different places of the Corporation raised strong protest and organised agitation for upliftment of the conditions of the badli, temporary and part-time workmen employed under the Corporation. The trade unions raised a formal industrial dispute against the same before the Chief Labour Commissioner, New Delhi and on his recommendation a National Tribunal was constituted and the reference was made to such Tribunal. It was by order dated 20th May, 1985 and one Dr. Justice R.D. Tulpule of Bombay was appointed as the Presiding Officer of the said National Tribunal. The National Tribunal accordingly passed an Award on 17th April, 1986 which was published in the Gazette of India on 17th June, 1986. It is stated that apart from recommending several other things, the Award recommended that the Corporation should consider and devise ways and means of converting part-time workmen into full-time by providing employment to them on full time basis. It is further stated that in the Award it was observed that the Corporation had admitted that part-time Sweepers, Gardeners and Watchmen in Class-IV with duty hours ranging from 2 hours to 4 hours were engaged temporarily and the Sweepers were engaged on part-time basis in the offices in the rented premises and it further admitted that in the offices of the Corporation situated in its own building Sweepers are appointed on regular whole time basis. Similarly, the Tribunal also made distinction between the regular part time employees and substitutes or badli part-time employees in the matter of wages and other benefits. It was also further observed that it was contended that though part-time employees will continue to be in existence for some more time, the Corporation will also see its own way to absorb the part-time employees in its regular employment as far as possible and reduce the number of part-time employees to the minimum. It was also further observed that whenever any occasion or vacancy will arise in regular employment, those who had worked part-time in accordance with their seniority should be given preference for absorption in the regular cadre of the Corporation. In this regard it was observed by the Tribunal that it should be done irrespective of the qualifying age for entry into Corporation's service and qualification, but subject to of his being found suitable. After the Award was made the Corporation felt dissatisfied with the Award and filed a Writ petition bearing No. W.P. 1801 of 1986 before the Hon'ble Bombay High Court which was dismissed by the Hon'ble Single Judge on 14th August, 1986. Thereafter, the Corporation issued a number of administrative instructions for implementing the said Award in NTB-1 of 1985, but the unions found infirmities in the instructions and raised a dispute regarding violation of the terms of the said Award. Thereafter, the Central Government being satisfied with the objections raised by the unions, referred the said Award dated 17th April, 1986 to a National Tribunal presided over by Mr. Justice M. S. Jamdar by an order dated 1st June, 1987 and it was numbered as NTB-1 of 1987. It was referred to the National Tribunal on this occasion for interpretation of certain findings in the Award of the National Tribunal under Section 36A of the Industrial Disputes Act, 1947. However, the said National Tribunal in NTB-1 of 1987 confirmed the contents and spirit of the earlier Award passed in NTB-1 of 1985 and passed an Award on 26-8-1988 which was published in the Gazette of India on 1st October, 1988. It is further stated that with a mala fide motive to delay the implementation of the Award, the Corporation filed a Special Leave Petition bearing SLP No. 14906 of 1988 before the Hon'ble Supreme Court of India against the aforesaid Awards, but during the pendency of this application the management and the unions entered into a compromise by

bylateral discussions and this compromise was arrived at between the management and the 8 unions representing 99 per cent of the workmen in the Corporation. It is further stated that on 21st June, 1989 an application was moved by the Corporation before the Hon'ble Supreme Court praying therein for disposal of the appeal in terms of the compromise arrived at between the Corporation and the various unions. The Hon'ble Supreme Court accordingly passed an order allowing the parties to implement the terms of compromise as an interim measure. Thereafter, the Corporation held discussions with the unions who were parties to the compromise and issued a circular on 14-3-1989 to all Zonal and Divisional Officers on the subject of Award dated 17-4-1986 in Reference No. NTB-1 of 1985 and Award dated 26-8-1988 in Reference No. NTB-1 of 1987. By this circular the subordinate offices were instructed to implement the Award as per order of the Hon'ble Supreme Court dated 1-3-1989. In this circular the eligibility condition and procedure etc. in terms of the said two awards were also narrated and the subordinate offices were instructed to implement the said Awards in the light of the interim order passed by the Hon'ble Supreme Court as stated above. It is further stated that in terms of the said circular dated 14-3-1989 the Awards in NTB-1 of 1985 and NTB-1 of 1987 and other interim directions passed by the said National Tribunal the concerned 29 part-time workmen were absorbed in the services of the Corporation as regular part-time workmen to do permanent nature of job of sweeping and lift operating in the offices owned by the Corporation instead of being absorbed in permanent post in terms of the Awards particularly, in terms of paragraph 24 of the Award of NTB-1 of 1985 where it was specifically stated and agreed upon that where the offices were situated in buildings owned by the Corporation, Sweepers were to be appointed and absorbed in regular whole-time basis. It is also further stated that the Corporation engaged and employed the said 29 regular part-time workers in the office buildings, residential buildings and guest houses etc. where the premises were owned by the Corporation and it was in contravention of the terms as stipulated in paragraph 24 of the Award NTB-1 of 1985. It is further stated that the Corporation apparently as a follow-up action of the Award in NTB-1 of 1985 issued a circular dated 25th February, 1987 giving instructions to their officers in the matter of wages and other conditions of service of badli, temporary or part-time workmen and from the said instructions it transpired that the benefits included privilege leave, casual leave, sick leave, maternity leave, medical benefits and gratuity etc. which was provided in the Award of NTB-1 of 1985 were extended to them. It is stated that in the Award it was specified that the regular part-time employees will be entitled to all benefits which are available to such employees working in similar industries like nationalised banks, Reserve Bank of India etc., but the benefits mentioned in the said circular dated 25-2-1987 have not provided any full time job to the concerned employees. It is also further stated that the Corporation also unjustly denied and deprived the regular part-time employees all other benefits, such as, full quantum of uniform allowance, casual leave, privilege leave, sick leave, accumulation and encashment of leave, vehicle allowance, mediclaim policy, gratuity, group saving life insurance, term assurance, staff quarters, housing loan, promotion policy, employment on compassionate ground, etc. to which other regular employees of the Corporation are entitled. It is further stated that the Corporation while giving further clarification to the said circular dated 25-2-1987 in the matters relating to part-time workmen issued another circular dated 15 June/8 July, 1987. In this circular in paragraph 11 it was stated that regular part-time workmen will not be allowed any relaxation in qualification, but in age to the extent of the period he had already put in service at the time of absorption in full-time jobs directly in contravention of the conditions laid down in paragraphs 58 and 66 of the Award in NTB-1 of 1985. It is stated that in this matter the Corporation denied and deprived the said workmen of the scope of absorption in the full-time jobs. It is further stated that the Corporation with an ulterior motive to harass the said workmen employed them as well as good number of substitutes or badli part-time employees against permanent vacancies and there was no recruitment for several years in the cadre to which they belong. It is stated that though the vacancies have arisen due to death, retirement etc. in this cadre, the vacancies have not been filled up and consequently the concerned workmen have not been absorbed and, therefore, allowed to continue as part-time workers. It is stated that it is obvious that these regular part-time employees were found eligible and suitable to the posts and accordingly they were engaged and they have been working

efficiently and there has been no complaint against their work or conduct at any point of time. It is stated that the individual workmen made representations to the Corporation for their absorption in full-time job by a letter dated 12-02-1990. The All India Life Insurance Employees Association, which happens to be the federal body of the union also submitted a representation to the Additional Secretary, Ministry of Finance, Government of India on 20-02-1990. It is stated that again the General Secretary of the Divisional Association sent a representation to the Regional Manager (P & IR), Eastern Zone on 4th April, 1990 for ventilating the grievances of the concerned workmen. The A.I.L.E.A. also sent a representation to the Finance Minister on 11th June, 1990 raising this issue and the Association further sent a representation to the Zonal Manager, L.I.C., Eastern Zone, Calcutta on 8th May, 1991 in order to settle the dispute at an early date. It is further stated that when no favourable response was received from the Corporation the Association raised a formal industrial dispute before the Assistant Labour Commissioner (Central) by a letter dated 17/25 June, 1991 and sought his intervention. Thereafter, the said A.L.C.(C), Calcutta convened several conciliation meetings and tried to settle the dispute amicably, but all his efforts proved futile and accordingly the present reference has been made. It is further stated that though the services of the said workmen were not regularised by the Corporation, they had been working for more than 10 years and some of them were working for more than 20 years also doing the same nature of perennial work. In this view of the matter, it is stated by the union that the action of the Corporation in denying the minimum pay in the scales applicable to the regular workmen to these concerned workmen amounts to exploitation of human labour and the management should not be allowed to take advantage of the poverty and helplessness of the wage earners. In this regard the union has also quoted excerpts from the two decisions of the Hon'ble Supreme Court in the case of Bharatiya Dak Tar Mazdoor Manch (1988 1 LLJ 370) and another case reported in 1988 1 LLJ 396. It has been done in order to take support to the claim of the workman concerned. Accordingly it has been submitted that the action of the management of the Corporation is illegal, unjustified and contrary to the provisions of the circulars issued by the Corporation itself and, therefore, prayer has been made that the action of the management be turned as unjustified and the concerned workmen should be ordered to be regularised in the Corporation with retrospective effect.

4. In the written statement filed on behalf of the management, some preliminary points have been raised regarding the maintainability of the reference. It has been stated on behalf of the management that since a Special Leave Petition was pending before the Hon'ble Supreme Court in SLP No. 14906 of 1988 in the same matter, such a reference is not maintainable. However, it was left to be considered at the time of final hearing and the present position is that subsequently the appeal has been finally disposed of by the Hon'ble Supreme Court by an order dated 07-02-1996 in Civil Appeal No. 1790 of 1989. In this matter, an interim order was also earlier passed on 1st March, 1989 which was also acted upon. It has been stated on behalf of the management that the allegations made in the various paragraphs of the written statement filed on behalf of the union are denied and disputed and the union is put to strict proof of the statements made excepting for the matters of record. It is further stated that there is a Staff Regulation in L.I.C. in which no distinction has been made between the regular and temporary workers. It is further stated that the deployment of permanent Class-IV employees in the categories of Sweepers, Cleaners and Liftmen is for the office of the Corporation and the buildings owned by the Corporation in which the office is not located, falls outside the purview of the said norm. It is further stated that in order to make available the facilities to the occupants of the buildings need-based Sweepers and Operators of Lift have been provided and they have got nothing to do with the office work of the Corporation and it is stated that the deployment of part-time Sweepers, Cleaners and Liftmen is in accordance with such arrangement. It is stated that since there are number of buildings in use for purpose other than office work, a number of part-time Sweepers and two part-time Liftmen have been engaged and the part-time workmen as listed in Annexure-A have been working as regular part-time employees and not on daily wages basis. Their payments are on proportionate basis according to the number of hours of work per day calculated from the minimum salary payable to the full-time employees and such payments and incentives are on prorata basis and they are not daily-rated wage earners.

It is further stated that the workmen from Serial No. 3 to 13 and 15 to 29 are working in the capacity of part-time Sweepers, whereas the workers of Serial No. 1 and 2 are in the capacity of Liftman. However, the workman of Serial No. 14 expired on 07-01-1991. According to the management the part-time employment of these workers in for four hours a day in various buildings owned by the Corporation primarily in use for work other than office work. It is, therefore, stated that if the job by its nature is part-time job, there is no scope for converting the same into full-time job or to absorb the part-time workmen in regular full-time job. It is also further stated that there is no scope for extending the benefits available to the full-time employees to part-time employees and the Life Insurance Corporation of India (Staff) Regulation, 1960 does not provide for any such benefit to be converted to part-time employees and, therefore, the claim of the union has no basis. It is also further stated that so far as the recruitment is concerned, it is governed by the LIC Recruitment (of Class-III and Class-IV Staff) Instruction, 1979. It is stated that as per the instructions in the regulation, recruitment can only be made against the vacancies in the sanctioned posts and not otherwise. It also stated that the normal mode of recruitment shall be by inviting applications through advertisement in the local newspaper and Employment Exchanges and so far as the recruitment of staff to the posts in Class-IV are concerned, the same shall be by inviting applications from the Employment Exchange only. It is also stated that as per the provisions of Employment Exchanges (Compulsory Notification of Vacancies) Act, 1969 all vacancies are required to be notified to the Employment Exchange in respect of Class-IV posts and applications have to be invited from the Employment Exchange in the area. It is also further stated that as per the aforesaid instructions the conditions of eligibility are stipulated which includes eligibility pertaining to age, educational qualifications, medical examination, interview and other requirements. It is also stated that so far as Class-IV staff is concerned, norms have been laid down. It is also further stated that LIC (Staff) Regulation, 1960 is applicable only to regular full-time employees and benefits available under the said Regulation cannot be applicable to part-time employees. In this connection, it is further stated that the Corporation, however, has allowed appropriate wage increment to part-time employees following every completed year, various kinds of leave, advances for festival and flood, shoes and shocks, umbrella, uniform, provident fund, gratuity and other benefits are also made available to them and, therefore, the allegations levelled by the union is devoid of any substance. It is further stated that the benefits granted to the part-time employees are adequate and there is no scope for any resentment. It is further stated that so far as Tulpule Award is concerned, it appears that the Corporation was required to lay down the guidelines on the basis of which the workmen could be considered suitable and desirable for absorption and no direction was given in Tulpule Award as to who should be considered as suitable and desirable and it was left to the Corporation to apply their relevant consideration and steps in this regard. So, the said Award could not have any validity or effect regarding absorption of such workmen without relevant guidelines and tests regarding their suitability or desirability of particular workman to be absorbed being laid down by the Corporation. It is also stated that the Corporation did not issue circulars laying down the guidelines in this regard for implementation of Tulpule Award and the Jamdar Award has finally considered the guidelines laid down by the Corporation. Therefore, it is stated that the Tulpule Award is no Award binding upon the parties unless the guidelines regarding suitability and desirability were laid down and, therefore, such Award was not valid and binding. It is also further stated that so far as Jamdar Award is concerned, it would appear that the provisions of Section 36A of the Industrial Disputes Act, 1947 relate only to the power of the Government to make a reference for interpretation of the Award. It is stated that there could be no dispute regarding guidelines as to suitability and desirability of the workmen laid down by the Corporation and such a dispute did not fall within the ambit and purview of Section 36A of the Act. It is further stated that there is no power and jurisdiction vested in the Government to make a reference under Section 36A of the Industrial Disputes Act, 1947 in this regard and the order of reference dated 01-06-1987 as also the entire proceeding in respect thereof and the consequent Award are without jurisdiction and null and void. It is also further stated that Tulpule Award was a nullity as there does not arise any question of interpretation of Award. It is stated that Jamdar Award has totally overlooked that statutory regulation contained in Clause 8 of the LIC of

India (Staff) Regulation, 1960 laid down a statutory provision against temporary staff being appointed by way of absorption or preference and the Jamdar Award has been made as if the statutory provisions contained in the Staff Regulations were not applicable and as such the said Award has given a go by to the statutory provision and come to the conclusion and given directions contrary to statutory provision. It is further stated that the concerned 29 workmen were absorbed in terms of a circular dated 14-03-1989 as regular part-time workmen with the benefits available to regular part-time employees. Therefore, the contention regarding permanent nature of job is misleading. It is stated that there is no permanent post or vacancy and in fact, there is no scope for converting part-time workman into full-time workmen. It is also further stated that absorption can only be made against vacancies in sanctioned posts and such absorption cannot be effected by-passing the LIC Recruitment (of Class-III and Class-IV staff) Instructions, 1979 and LIC (Staff) Regulations, 1960. It is stated that the concerned part-time employees may apply for the benefits of absorption in the regular full-time vacancy as and when the same will arise subject to fulfilment of the conditions as stipulated in the LIC (Staff) Regulation, 1960 and LIC Recruitment (of Class-III and Class-IV staff) Instructions, 1979 by competing with other employees, including the persons whose names are sent from the Employment Exchange. Such a preference, according to the Corporation, has been deprecated by the Hon'ble Supreme Court in the case of Delhi Development Horticulture Employees' Union v. Delhi Administration (AIR 1992 SC 789). In this view of the matter, it is stated that there is no justified ground for the Sweepers being appointed or absorbed on whole-time regular basis. It is stated that so far as the Awards dated 17-04-1986 and 26-08-1988 are concerned, the same are subject matter of the special leave petition pending before the Hon'ble Supreme Court. It is further stated that there does not arise any question of granting the benefits of full-time benefits to the concerned 29 persons, because the aforesaid two Awards are subject matter of special leave petition. It is also further stated that in addition to the benefits extended to these concerned workmen by letters and circulars in the year 1987, further benefits were extended to them in the form of uniform, festival advance, supply of shoes and shocks, umbrella, washing allowance, flood advance and facility for family planning by circular dated 26-03-1992 and, therefore, it is stated that the other benefits as claimed cannot be applicable to such persons, nor there is any basis behind the said claims which are on the footing of equalising the full-time and part-time employees which is manifestly absurd. It is stated that the contentions put forward on behalf of the union on the basis of the Awards dated 17-04-1986 and 26-08-1988 have no basis as the Awards are nullity. It is also further denied that the concerned persons or a good number of substitutes or badly part-time employees were employed against permanent vacancies. The contention sought to be put forward in the context of death, retirement and transfer is misconceived. It is stated that there is no scope for absorption of part-time employees against the statutory provisions. It is also further denied that the concerned part-time employees have been found eligible and suitable as stated. It is also further stated that the Corporation disputes the period of service as contended and it is denied that the work of perennial nature is being done by them. It is stated that the wages to these workmen are being paid on the basis of number of hours of work per day proportionate to the gross salary at the minimum of scale applicable to the permanent Sweepers and Liftmen since 1982 and, therefore, it has been stated that there is no scope for regularisation of the services of these workmen in the regular full-time cadre. It is further stated that so far as the benefits under the Life Insurance Corporation of India (Staff) Regulations, 1960 and other rules and regulations are concerned, the same are applicable only to whole-time employees and not to others and, therefore, it is not possible to make the same applicable to part-time employees. However, the facilities of salary alongwith various kinds of leave, annual increment, provident fund, gratuity and other fringe benefits including uniform, shoes, umbrella, festival advance, flood advance, washing allowance as well as specific superannuation age of 58 years in regard to part-time workers are available and the regular part-time workmen in the category of Sweepers are being paid wages on pro-rata basis proportionate to the number of hours worked per day based on gross salary at the minimum of the scale. It is also stated that the part-time workmen are not allowed to continue temporarily

against part-time vacancies of regular nature and on the other hand, they are regularised and designated as regular part-time employees with specific salary or emoluments and other benefits as enumerated and accordingly the regular appointment letters were issued to them. In this view of the matter, it is stated that there is no scope for abolishing the system of engagement of part-time Sweepers and Liftmen as it is consistent with the requirement of the work on part-time basis. It is stated that there is no scope for regularisation of the workmen concerned in regular full-time grade. Accordingly, it is stated that the claim of the union is fit to be rejected.

5. However, a rejoinder was also filed on behalf of the union and certain clarifications have been made regarding some statements made in the different paragraphs of the written statement of the management.

6. Both the parties filed a number of documents which have been admitted into evidence and the parties also examined one witness each in support of their respective claims.

7. So far as oral evidence is concerned, WW-1, Sanat Kumar Bhattacharjee has been examined on behalf of the union. He has stated that he is a retired personnel of LIC and he retired in December, 1996. He claims himself to be a member of the working committee of the union and General Secretary of All India Life Insurance Association to which the present union or association is affiliated. According to him the workmen concerned are known to him. According to him the two workmen, namely, Sarat Guru and Anil Dey are working as part-time Liftmen and the other 27 persons are Sweepers and Cleaners. Further, according to him two persons, namely, Mohan Lal Biswas and Raju Nayak have since died and one Chandra Pal is not reporting for duty for a long time. Thus, according to him, presently only 26 persons are left whose cases are to be considered. According to this witness all these workmen excepting one Kesto Chandra who worked in a tenanted building at Khiddirpore Branch are working in the premises owned by the LIC. However, he has stated that some of the workers might be working in different places under the instruction of the management. According to him all the premises in which the concerned workmen are working have an area of more than 10000 Sq. Ft. of floor area. He further stated that in view of the regulations framed by the LIC regarding full-time appointment, the Sweepers and Cleaners responsible for cleaning and sweeping of the floor area or not more than 10000 Sq. Ft. have not been given full-time status and they are working only on part-time basis. According to him, they should be given full-time status. According to him there are other full-time Sweepers and Cleaners and also Liftmen working in the LIC. According to him the concerned workmen are financially losers on account of the deprivation of their full-time status as they are not entitled to draw full scale of pay and other benefits and amenities as available to full-time workers. According to him part-time workmen and full-time workmen get their status according to their hours of work and wages and accordingly the union has prayed that these workmen to be given full-time status by the Corporation. In his cross-examination, he has, however, stated that there has been a settlement between the management and the unions in the matter pending before the Hon'ble Supreme Court in S.L.P. No. 14906 of 1988 and the settlement has finally been approved by the Hon'ble Supreme Court, but he has denied the suggestion that the subject matter of this dispute has also been finally settled by that settlement, though the union feels that it is bound by the order of the Hon'ble Supreme Court.

8. The witness examined on behalf of the management is Mrs. Swapna Mukherjee. She happens to be the Administrative Officer (Personnel & Industrial Relations) in the LIC. She has stated about the procedure of recruitment of Class-IV employees which is done in accordance with the different instructions and the LIC Staff Regulations of 1960. According to her the Staff Regulations is applicable to all whole-time employees of the LIC and there is no scope for appointment in otherwise manner than according to the aforesaid regulations and instructions to the sanctioned posts. She has further stated that the mode of recruitment is by general advertisement and by calling for the names from the local employment exchange. Some eligibility criteria/test has also been laid down in the instruction of 1979. She stated that the concerned workmen were not recruited as per LIC Staff Regulations, 1960 and the recruitment instructions of 1979. She also stated that there is no provision for conversion of

part-time job into full-time job. She has also stated that in the sweepable area of space upto 4000 Sq. Ft. the duty hours of Sweepers is 2 hours per day and for sweepable area of above 4000 Sq. Ft. upto 5000 Sq. Ft. it is 3 hours per day and if the area is above 5000 Sq. Ft. upto 10000 Sq. Ft. the duty hours is four hours per day. According to her the concerned employees were employed on the basis of the agreement approved by the Hon'ble Supreme Court. She also stated that there is no provision for extending the benefits of full-time employees to the part-time employees. However, some further benefits have been made available to the part-time employees after the order of the Hon'ble Supreme Court. She further stated that there is no full time job available for the posts of Sweepers and Cleaners and Liftmen on permanent basis, but she further added that there are some permanent posts of whole-time Sweepers in the Corporation. She has also stated that the persons concerned were never engaged for sweeping an area of more than 10000 Sq. Ft. and there is no provision for full-time employment of the concerned workmen in their appointment letters and, therefore, there is no scope for engagement of the said 29 persons in full-time jobs. In her cross-examination, it has been suggested to her that figures of sweepable area given by her are not actually existing; rather, it was imaginary. It has also been suggested to her that the part-time workers are also sweeping sweepable area of at least 10000 Sq. Ft. However, she has admitted in her cross-examination that the concerned workmen were all engaged in the buildings owned by the LIC and she has further stated that in the Award of 1985 of the National Tribunal it was stated that in the buildings owned by the LIC the Sweepers should be whole-time. However, she stated that the Award was challenged before the Hon'ble Supreme Court.

9. So far as the documents marked on behalf of the parties are concerned, Ext. W-1 is the Gazette Notification of the Award of the NTB-1 of 1985. It is dated 17th April, 1986 and published and notified on 29th May, 1986. This Award is described as Tulpule Award. The schedule of this reference was as such that what should be the wages and other conditions of service of badli, temporary and part-time workmen of Life Insurance Corporation of India as well as the conditions of their absorption into regular cadre. The Tribunal considered various suggestions and thereafter in presence of the parties the order was dictated incorporating the suggestion which the Tribunal found acceptable. The employees' unions also accepted these suggestions made by the Tribunal and the Corporation also accepted it with some reservation as regards working and modalities for enforcement suggested by the Tribunal and it appears that the Tribunal thereafter heard the argument on this aspect at length and declared the Award. It appears that the Award was challenged before the Hon'ble High Court of Bombay in Writ Petition No. 1801 of 1986 by the Corporation. The order passed by the Hon'ble High Court in this appeal on 14th August, 1986 is Ext. W-3. It appears that the Hon'ble High Court had dismissed this writ petition summarily, but certain observations have been made in the order. So far as the challenge of the Award by the Corporation is concerned, it has been observed by the Hon'ble High Court that the terms of the Award, according to the Corporation, was not fit to be implemented because of some practical difficulty, but the Hon'ble High Court observed that though the learned counsel for the Corporation submitted that certain directions in the Award were trespassing the jurisdiction of the Central Government which is only competent to make rules, still as the Central Government whole heartedly supported the Award, the Corporation should find no difficulty in implementing the same, provided it has genuine will to do so. But, unfortunately, inspite of this summary dismissal of the writ petition with the aforesaid observations, the matter could not be settled by the Corporation and it appears that some confusion occurred in the matter of implementation of the Award and accordingly another reference was made to the National Tribunal under Section 36A of the Industrial Disputes Act, 1947 for clarification. The said National Tribunal presided over by Justice Jamadar also made an Award in Reference No. NTB-1 of 1986 on 26th August, 1988 (Ext. W-2) which was published as stated earlier. It was regarding certain clarification of the observations and directions made in the Tulpule Award. Even after this Award was passed the Corporation could not digest it and filed a Special Leave Petition before the Hon'ble Supreme Court in SLP No. 14906 of 1988, but soon after the filing of this SLP the parties entered into a compromise and the said compromise was filed

before the Hon'ble Supreme Court and accordingly the compromise was approved and interim order was passed on 01-03-1989. Ext. W-4 is the said interim order passed by the Hon'ble Supreme Court in S.L.P. (Civil) 14906 of 1988 on 01-03-1989. In this order it was observed by the Hon'ble Supreme Court "In the circumstances, pending final disposal of the appeal, we permit the management and the members of the said 8 unions to implement the terms of compromise by way of interim measure without, however, any prejudice to the rights and contentions of the members of the other union who have not entered into such compromise with the management." Ext. W-5 is the copy of a circular issued on 14-03-1989. It is regarding implementation of the aforesaid two Awards of the National Tribunal and regarding the conditions of regular employment of badli, temporary and part-time workmen. The instructions were made in detail regarding all aspects, i.e., qualification and eligibility test and empannelment etc. Ext. W-6 is a specimen of the appointment letters issued to such employees by the Corporation in 1989 implementing the Award in terms of the circular dated 14-03-1989, Ext. M-5, Ext. W-7 is the list of the concerned employees described as regular part-time employees. Ext. W-8 is the list showing the particulars of the buildings owned by LIC with total carpet area. Ext. W-9 is the comparative statement of benefits payable to regular confirmed employees and regular part-time employees of LIC. From this chart it appears that whereas full-time employees receive 15 days of casual leave, the part-time employees get only 10 days. So far as the privilege leave is concerned, full-time employees get one day for 11 days service subject to the maximum accumulation of 240 days, but part-time employees get one day privilege leave for every completed month of service to the maximum accumulation of 30 days. So far as sick leave is concerned, full-time employees get 30 days with half pay per year's service subject to the maximum of 480 days, but the part time employees get 10 days with half pay for each year subject to a maximum of 160 days accumulation. So far as the maternity leave is concerned, full-time employees get 3 months on 4 occasions during service, but the part-time employees get it only on 2 occasions during service period. So far as mediclaim is concerned, part time employees do not get it at all. Similarly, they do not get any LTC benefit, leave encashment, vehicle advance, facility of staff quarters, housing loan, term assurance, promotion and free insurance. So, it indicates a vast difference between the service conditions of the full-time employees and the part-time employees. Ext. W-10 is the LIC (Staff) Regulation, 1960 which provides for the different kinds of privilege and facilities to the permanent employees. Ext. W-11 is the circular dated 25-02-1987 issued by the Corporation regarding the wage structure of different categories of the concerned workmen and some facilities provided to the category of employees, i.e., regular part-time employees of the Corporation. Ext. W-12 is the instruction dated 15-06-1987 regarding certain clarifications sought by some officers regarding circular dated 25-02-1987. Ext. W-13 is the circular dated 26-03-1992 in which the various benefits payable to regular part-time workmen of the Corporation have been enumerated. Ext. W-14 is the notice inviting applications from part-time Sweepers for filling up 12 sub-staff vacancies in various offices in Calcutta. It is dated 14-12-1992. Ext. W-15 is the instruction regarding supply of winter uniform to a particular category of employees. Ext. W-16 is the copy of the petition filed on behalf of the union before the ALC(C), Calcutta raising the dispute. It is dated 09-10-1991. Ext. W-17 is the said memorandum of settlement arrived at between the Corporation and the unions in the matter pending in the S.L.P. before the Hon'ble Supreme Court, Ext. W-18 is the terms of compromise.

10. On the other hand, so far as the documents of the management are concerned, Ext. M-1 is the S.L.P. filed before the Hon'ble Supreme Court on behalf of the Corporation. Ext. M-2 is the notification regarding publication of the Award of the National Tribunal. It is dated 29-05-1986. Ext. M-3 is the title page of the Award of the National Tribunal in NTB-1 of 1987. Ext. M-4 is the Staff Regulations, 1960 which has also been marked Ext. W-10 on behalf of the union. Ext. M-5 is the circular dated 27th November, 1979. It is regarding the Recruitment Rules of Class-III and Class-IV employees of the Corporation. Ext. M-6 is the instruction issued by the Secretary of the Corporation to the Regional Manager (P & IR) in the matter of filling up the vacancies of Liftmen vis-a-vis the claim for absorption of regular part-time Liftmen covered under N.T. for the relevant period. It was stated that because the S.L.P. was filed

before the Hon'ble Supreme Court, the prayer could not be considered. Ext. M-7 is the copy of the interim order passed by the Hon'ble Supreme Court on 1-3-1989. Ext. M-8 is the circular dated 14-3-1989. It relates to the implementation of the order of the Hon'ble Supreme Court dated 1-3-1989. Ext. M-9 is the circular dated 26-3-1992 and it relates to the various benefits payable to regular part-time workmen of the Corporation. Ext. M-10 is the instruction regarding engagement of part-time Sweepers and it appears that it has been stated in paragraph 3 of this instruction that while considering the appointment of part-time Sweepers the following guidelines may be kept in mind, i.e., for sweepable area of 5000 Sq. Ft. to 10000 Sq. Ft. 4 hours per day; sweepable area of 4000 Sq. Ft. to 5000 Sq. Ft. 3 hours per day and for sweepable area of less than 4000 Sq. Ft. 2 hours per day.

11. It must be noted at this stage that most of the pleadings and submissions made on behalf of the management of LIC are uncalled for and unnecessary as well as irrelevant to the issue of the present reference. The present reference does not relate to regularisation of the workman concerned; rather, it relates to their claim and prayer that they should be treated and absorbed in full-time/whole-time jobs they are doing. The contention of the workmen is that the job which they are doing is a job of permanent nature and they have remained engaged in the job for pretty long time and when the dispute arose regarding their regularisation earlier, including some other demands and benefits, the matter was referred to the National Tribunal and the National Tribunal had made an Award in which the issue of regularisation was decided and it was stated that the persons who were working for a particular period should be treated as eligible for the regularisation and accordingly the regularisation has subsequently started and these persons concerned in the present case have also been regularised, but the difficulty is that they are being regularised only in part-time jobs and not the full-time jobs. It is significant to note that while discussing the matter the National Tribunal observed in the Award that on behalf of the management it was urged that so far as the buildings and premises owned by the LIC are concerned, the workmen are whole timers and in the buildings owned by some individuals and hired by the LIC the workmen are engaged on part-time basis. The Hon'ble Presiding Officer of the National Tribunal also did not agree with the proposition that there should be engagement on part-time basis because it is all along been submitted there as well as here also that there is no provision for part-time employment in the rules and regulations of the LIC. If it is so, what is the justification of engaging part-time labourers for a regular job. However, the management gave a chart showing that for a sweepable area of less than 4000 Sq. Ft. the part-time engagement is for 2 hours, for sweepable area of over 400 Sq. Ft. but less than 5000 Sq. Ft. engagement of part-time Sweeper is for 3 hours and for sweepable area of over 4000 Sq. Ft. but less than 5000 Sq. Ft. engagement of Sweeper is for 4 hours. There does not appear to be any rationale behind it, but even if it is accepted, it will be clear from the two charts filed on behalf of the union that the contention of the management does not appear to be true.

12. The union filed a chart Ext. W-7 showing the places where the workmen are working and it shows that all these persons have got their engagement for 4 hours. Another chart, Ext. W-8 shows the different buildings with sweepable area. These charts have not been controverted by any other document and there is no evidence on this point on behalf of the management that the charts are incorrect or fabricated or fictitious. If these charts are perused it will appear that majority of the concerned workmen are engaged in the buildings with sweepable area of much more than 10000 Sq. Ft. Such buildings are New India Building at 4, Lyons Range with carpet area of 46,584 Sq. Ft. Esplanade Mansions at 14, Esplanade East with carpet area of 63,989 Sq. Ft.; Metropolitan Buildings at 7, Jawaharlal Nehru Road with carpet area of 1,87,800 Sq. Ft.; Hindusthan Buildings at 4, C. R. Avenue with carpet area of 1,11,811 Sq. Ft.; Bharat Bhawan at 3, C.R. Avenue with carpet area of 22,282 Sq. Ft.; Queens Mansions at 12, Park Street with carpet area of 2,46,860 Sq. Ft. and Oriental Building at 2, Clive Row with carpet area of 56,580 Sq. Ft. From this chart it appears that only the building known as Andhra Insurance Building at 12, Chowringhee Square has the total area of 6,368 Sq. Ft. and New Asiatic Building at 8, Lord Sinha Road has 7,010 Sq. Ft. However, one Lakshmi Insurance Building at 7,

Esplanade East has the carpet area of 8,406 Sq. Ft. and from a perusal of the chart, Ext. W-7, it appears that most of these workmen are engaged at 4, Lyons Range known as New India Building, Esplanade Mansions, Metropolitan Building, Zonal Office at Hindusthan Building, Bharat Bhawan, Queens Mansions and like. It also appears from this chart that out of the several Sweepers in Hindusthan Building itself, at least 7 Sweepers are engaged and all of them are on part-time basis. How it is justified if the said building has a sweepable area of over 1 lakh square feet. Similarly, at Queens Mansions also 5 Sweepers are engaged on part-time basis while the total carpet area of the building is over 2 lakh Sq. Ft. How can such engagement of part-time Sweepers in such buildings be justified saying that for a building with sweepable area of less than 10,000 Sq. Ft. only part-time Sweepers are engaged. Therefore, the kind of plea taken on behalf of the management in this regard appears to be devoid of any merit and it appears to be baseless.

13. So far as the witness examined on behalf of the management is concerned, she has stated that there is no full time job available for the post of Sweepers, Cleaners and Liftmen on permanent basis, but at the same time she has stated there are some full-time posts of permanent Sweepers and Liftmen. She also further stated that the persons concerned were engaged for sweeping an area of more than 10,000 Sq. Ft. Thus, it was suggested to her that the figures of sweepable area given by her in her deposition was not actually in existence given by her in her deposition was not actually in existence the part-time workers are also sweeping sweepable area of over 10,000 Sq. Ft. However, in her cross-examination, the witness has very clearly admitted that the concerned workmen were all engaged in the buildings owned by the LIC. It rules out the possibility of these workmen being engaged in a building owned and possessed by some individuals or organisations and hired by the LIC. This witness also further admitted that in the Award of 1985 the National Tribunal, i.e., the Tulpule Award it was stated that in buildings owned by the LIC all the sweepers should be made whole time. However, she stated that the matter was challenged before the Hon'ble Supreme Court. But, now the Hon'ble Supreme Court has finally decided the appeal and had approved the interim order earlier passed on the basis of a compromise between the management and the unions. It is significant to note that in the compromise there is no mention of the category of employees, known as part-time employees or full-time employees, nor any of the rules or regulation produced on behalf of the management speaks of any category of part-time employees and MW-1 has also admitted that the persons concerned were not recruited as per LIC Staff Regulation or LIC recruitment instructions. It is, therefore, obvious that the very engagement of these part-time workmen was without any basis and they were not engaged in regular manner and they were allowed to continue in the same capacity for a pretty long time. Accordingly, when the bickerings started and the dispute arose, the matter was referred to the National Tribunal and the National Tribunal also made an Award, but the management with dishonest intention did not implement the Award and challenged the same before the Hon'ble Bombay High Court. Hon'ble Bombay High Court also summarily dismissed the petition making certain observations against the management of LIC. However, in the meanwhile there were some differences regarding the interpretation of the Award of NTB 1 of 1985 and when the matter was brought to the notice of the Ministry, the matter for interpretation of certain passages and paragraphs of the Award was referred to another National Tribunal, which in NTB 1 of 1987. This second National Tribunal also while disposing of the matter of reference passed an Award in NTB 1 of 1987 and the management then felt uncomfortable to implement the Award and approached the Hon'ble Supreme Court in S.L.P. Subsequently, the management entered into an agreement with the unions representing 99 per cent of the employees and it was agreed that after relaxing the eligibility qualification and age etc., the persons working on temporary basis should be regularised, but there was no mention that any of the workmen shall be allowed to continue as part-time worker. Therefore, these 29 persons, though they were regularised as permanent part-time workers felt aggrieved and they raised the dispute claiming that their part-time engagement should be converted into full-time engagement considering the fact that they were doing the same kind of duties which the whole-time permanent workers do. In view of what has been discussed earlier, the demand of the workmen appears to be justified.

14. It is interesting to note that when the written statement was filed on behalf of the management in almost all the paragraphs the management has started singing the same tune that as the matter is pending before the Hon'ble Supreme Court in S.L.P., the matter cannot be considered here; though, in fact, the matter under reference here was not under consideration of the Hon'ble Supreme Court at any point of time. It has already been stated that the matter for consideration before the National Tribunal was whether the workers having temporary status should be regularised and given permanent status or not and the decision was made in the Award. Therefore, when the matter was challenged before the Hon'ble Supreme Court, the question of this matter being involved in the S.L.P. did not arise but this kind of plea has been taken. Now, the position is that the matter pending before the Hon'ble Supreme Court has already been decided in 1996. If a matter is decided before the Hon'ble Supreme Court or High Court, it may have some sense, but here the question is that only some limited matter was left to be decided by the Hon'ble Supreme Court when a compromise was entered into between the parties. The Hon'ble Supreme Court approved the settlement arrived at between the parties and permitted them to proceed with the terms of compromise. Still the matter was pending but ultimately in 1996 when the final order was passed by the Hon'ble Supreme Court it was decided that the compromise shall be binding on all the workmen even on those workmen who were not parties to the compromise. Therefore, the position is that the final order of the Hon'ble Supreme Court also relates to the limited matter which is covered by the compromise. Therefore, it cannot be said that because the matter has been decided by the Hon'ble Supreme Court, the claim of the concerned workmen here is effected by it as it was never the subject matter of consideration.

15. It has also been urged on behalf of the management that they have got certain rules and regulations, but it has already been decided by the two National Tribunal as well as by the Hon'ble Supreme Court on the basis of the compromise entered into between the parties that the Corporation shall not strictly follow the norms of eligibility laid down in their rules and the same shall be relaxed as indicated. Therefore, the question that these concerned workmen are bound by the rules and regulations does not appear to be correct and convincing. In fact, the rules and regulations of the Corporation do not speak of any part-time engagement or any condition or privilege of such persons. It is also to be borne in mind that merely because something is stated in the rule, it could not be a bar to a fair decision when some industrial dispute is raised. The rules and regulations can be considered only so long the disputes related to certain interpretation or question of applicability of certain rules and regulations, but when the dispute raises a broader question of justification of a particular act of the management, it has to be considered as to how far the action of the management is justified, legal and proper. The very basis of the engagement of these workmen as part-time workers and in conferring the status of part-time permanent workmen is complete travesty of the principles of justice. There does not appear to be any justification in allowing these workmen to continue in part-time capacity. Therefore, the claim of the workmen concerned that they should get the status of permanent full-time workers, appear to be justified. It has also been stated that so many facilities have been given to these workmen by several orders and circulars, but still it has been pointed out earlier very clearly that there is a vast difference between the kind of facilities available to the permanent full-time workers and permanent part-time workers. Therefore, there does not appear to be any justification of the concerned workmen being allowed to continue in permanent part-time jobs and there does not appear to be any truth in the claim of the management that there is no post available for the jobs. It is totally incorrect and is denial of hard-truth that the work is there and the workmen concerned are doing that duty and they have also been given permanent status. The claim of the workmen concerned has justification and the management is morally bound to give the status they have asked for.

16. In this view of the matter, it is held that the claim of the union/workmen in this reference is justified and the management has no justification in denying such claim. The concerned workmen by all means deserve permanent full-time status. It is also held that there does not appear to be any justification in continuing with the system of engagement of

part-time Sweepers and Liftmen in the premises owned by the Corporation as was observed by the National Tribunal in NTB-1 of 1985 also. The concerned workmen in this reference are ordered to be given full-time permanent status in the jobs in which they are engaged. The status of full-time shall be given to the workmen concerned from the date of their raising the dispute before the R.L.C.(C), i.e., 25th June, 1991.

The reference is accordingly decided and disposed of.

Dated, Kolkata,

The 27th May, 2002.

B. P. SHARMA, Presiding Officer

नई दिल्ली, 3 जून, 2002

का.अ. 2165.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कम लेबर कोर्ट कानपुर के पंचाट को (संबन्ध संख्या आई.डी.-52/1998) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-05-2002 को प्राप्त हुआ था।

[सं. एल०-12012/50/97-आई.आर. (बी.-I)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 3rd June, 2002

S.O. 2165.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. I.D. 52/1998) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workmen, which was received by the Central Government on 31-05-2002.

[No. L-12012/50/97-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SRI R. P. PANDEY, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, SARVODAYA NAGAR,
KANPUR

Industrial Dispute No. 52 of 1998

In the matter of dispute :

BETWEEN

Sri N. K. Paliwal,
General Secretary,
State Bank of India Staff Association,
C/o State Bank of India,
Mall Road,
Kanpur.

AND

The Assistant General Manager,
Region IV State Bank of India,
Zonal Office,
Mall Road,
Kanpur.

AWARD

1. Central Government, Ministry of Labour, New Delhi, vide its notification No. L-12012/50/97-IR(B-I) dated 17th

March, 1998 has referred the following dispute for adjudication to this Tribunal :—

"Whether the action of the management of State Bank of India, Zonal Office, Kanpur, in stopping increment of Sri M. C. Gurubuxani, cashier-cum-clerk, State Bank of India of Sipri Bazar Branch, Jhansi vide their letter No. ZO/KAN/DPC/226 dated 12-8-95 is legal and justified? If not to what relief the workman is entitled?"

2. The workman filed statement of claim in pursuance of the aforesaid reference made to this tribunal in which he denied the charges levelled against him. The management filed written statement with contention that the charges No. (1) and (6) were fully proved against the delinquent employee and other charges were partly proved and the disciplinary authority against the delinquent employee has rightly awarded the punishment of stoppage of one increment with cumulative effect.

3. After considering the pleadings of the parties a preliminary issue was framed whether the domestic enquiry was properly and fairly conducted in this case or not. The parties did not adduce oral evidence in this case and they only filed documents, which were exhibited with the consent of the parties. After hearing the representative for the parties on the preliminary issue this tribunal recorded a finding on 30-1-2002 that the domestic enquiry held against the concerned employee by the enquiry officer was properly and fairly conducted and there was no defect in it. Thereafter another date was given for hearing arguments of the parties on the punishment.

4. The authorised representatives for the workman appeared on the date of arguments. He argued that the punishment awarded against the delinquent employee is disproportionate to the gravity of misconduct and is arbitrary and is liable to be set aside.

5. After going through the materials on the record I do not find any force in this contention. The first charge for which the enquiry officer has held the delinquent employee guilty is to the effect that while Sri M. C. Gurubuxani was posted at Sipri Bazar, Jhansi Branch he obtained payment of STDR No. 319618 dated 26-9-84 for rupees 2000 twice viz.,

- (i) The payment of original STDR No. 319618 dated 26-9-84 for rupees 2000 was made to him on 29-11-84 by crediting in his saving bank account.
- (ii) He got issued duplicate of the original STDR No. 025282 dated 7-5-82 for rupees 2000 vide his letter of 7th May 1985 indicating loss of the original STDR. After renewal thereof he encashed said STDR on 26-10-1986.

6. Still he tried to deceive the bank and took the payment of the STDR twice by getting a duplicate of the original STDR issued on 7-5-85 and he got the same encashed on 26-10-86. The documentary evidence on the record adduced by the management proves this charge. This action of the concerned employee reflects against his integrity. The contention of the workman that when the amount withdrawn later on by him on the basis of duplicate STDR was recovered from him with penal interest on 22-12-87 he cannot be charged for the same and cannot be punished for the same. But I do not find any force in this contention. When the misconduct committed by him came to the notice of the bank, the bank issued memo to him and in reply to that memo the concerned employee admitted his misconduct and also tried to say that the officers of the bank were also guilty for the same. But this contention is not tenable because the concerned employee by deceiving the officers of the bank obtained duplicate STDR on the false pretext that the original STDR was lost when he had already encashed the original STDR. The mere fact that after his misconduct came to the notice of the bank and the bank recovered it from him with interest is of no consequence. Had his misconduct not come to light he must have enjoyed the benefit of his own misdeed, which was prejudicial to the interest of the bank.

7. Similarly the charge No. 6, which has been found proved against him, shows the negligence of the delinquent employee in discharge of his official duties. When a credit voucher was

produced before him on 31-9-91, which was out of station cheque the concerned employee issued a token for the withdrawal of that amount on the same day without carrying to see that the out station cheque/credit voucher has been credited in the favour of the customer in whose favour the token was released and ultimately on 23-9-91 a demand draft was issued for the same amount. This act of the delinquent employee was prejudicial to the interest of the bank and that is why the delinquent employee did not make posting of the debits and credits in the ledger on that day. This shows the negligence on the part of the delinquent employee. He should have issued token or even demand draft after assuring that the amount of the out station cheque or even demand draft is credited in the account of the customer before the token or demand draft was issued to the customer on the basis of that deposit. Although other charges have been held partly proved by the enquiry officer but these two charges that is charge No. (1) and (6) are sufficient to justify the punishment imposed to the delinquent employee by the disciplinary authority. The competence of the disciplinary authority to impose punishment on the delinquent employee has not been dispute before me. In these circumstances I reject the contention of the authorised representative for the workman that the punishment awarded to the delinquent employee is disproportionate to the gravity of misconduct proved against him.

8. In view of findings recorded above I hold that the action of the management of State Bank of India Zonal Office, Kanpur in stopping one increment of Sri M. C. Gurubuxani cashier/clerk State Bank of India Sipri Bazar Branch, Kanpur vide their letter No. ZO/KAN/DPC/226 dated 12-8-95 is legal and justified. Consequently the concerned employee is not entitled to get any relief in pursuance of the reference made to this tribunal.

9. Reference is answered accordingly against the concerned employee.

R. P. PANDEY, Presiding Officer

नई दिल्ली, 3 जून, 2002

का.प्र. 2166.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार सांगली बैंक लि. के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुसूचन में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सम्मर्पन -II के पंचाट (संदर्भ संख्या सी.जी.आई.टी.-2/69/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-5-2002 को प्राप्त हुआ था।

[सं. एन-12011/17/2001-आई.प्र. (बी.-I)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 3rd June, 2002

S.O. 2166.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/69/2001) of the Central Government Industrial Tribunal No. II, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Sangli Bank Ltd. and their workman which was received by the Central Government on 31-5-2002.

[No. L-12011/17/2001-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL No. II,
MUMBAI

PRESENT :

S. N. Saundankar, Presiding Officer
 REFERENCE NO. CGIT-2/69 of 2001

Employers in relation to the Management
 of Sangli Bank Ltd. Sangli.

The General Manager,
 M/s. Sangli Bank Ltd.,
 Rajwada Chowk,
 Sangli-416116.

AND

Their Workmen

The President,
 Sangli Bank Employees Union,
 C/o. Sangli Bank Ltd.,
 Raviwar Peth,
 Pune-411002.

APPEARANCES :

For the Employer.—Mr. M. B. Anchan,
 Advocate.

For the Workmen.—No Appearance.
 Mumbai, Dated 14th May, 2002

AWARD

The Government of India, Ministry of Labour, by its Order No. L-12011/17/2001/IR(B-I), dtd. 14-5-2001, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, have referred the following dispute to this Tribunal for adjudication :—

“Whether the demand of the union that the employees Shri J. B. Sawant, Smt. S. R. Gogate and Smt. S. K. Gupta are entitled for payment of Leave Fare Concession by considering their maximum permissible distance for which they are entitled as per the Bipartite Settlement is justified? If yes, what relief they are entitled?”

2. Pursuant to the notices Sangli Bank Employees Union filed Statement of claim (Exhibit-5) which management Sangli Bank Ltd. resisted vide Written Statement (Exhibit-8). On the basis of the pleadings this tribunal framed issues, at Exhibit-11 on

1-2-2002 and consequently matter was fixed for leading evidence on 26-3-2002. However, record shows, none appeared on behalf of the union nor filed affidavit in lieu of Examination-in-Chief till today which indicates union is not interested in prosecuting the reference and therefore it will have to be disposed of and hence the order :—

ORDER

Reference stands disposed of for non-prosecution.

S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 3 जून, 2002

का.आ. 2167.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसंधान में, केन्द्रीय सरकार उत्तरी रेलवे के प्रबन्धतंत्र के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबन्ध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कम लेबर कोर्ट, कानपुर के पंचाट (संदर्भ संख्या आई. डी. 170/98) को प्रकाशित करती है, जो जो केन्द्रीय सरकार को 31-05-2002 को प्राप्त हुआ था।

[सं. एल-41012/252/97-आई.आर. (बी.-I)]
 अजय कुमार, डेस्क अधिकारी

New Delhi, the 3rd June, 2002

S.O. 2167.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. I.D. No. 170/1998) of the Central Government Industrial Tribunal-cum-Labour Court Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Northern Railway and their workman, which was received by the Central Government on 31-5-2002.

[No. L-41012/252/97-IR(B-I)]
 AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SRI R. P. PANDEY PRESIDING
OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT SARVODAYA NAGAR, KANPUR

Industrial Dispute No. 170 of 1998

In the matter of dispute between :
 Sri Azamat Ullah,
 through Sri Dinanath Tiwari,
 Mandal Sanghtan Mantri,
 Uttar Railway Karamchhari Union,
 199/74 Quarter No. 61,
 Naseemabad,
 Kanpur.

AND

Divisional Railway Manager,
Northern Railway,
Allahabad Mandal,
Allahabad.

AWARD

1. Central Government Ministry of Labour, New Delhi vide its notification No. L-41012/252/97-IR(B-1) dated 1-9-98 has referred the following dispute for adjudication to this tribunal :—

Kya Mandal Rail Prabandhak Uttar Railway Allahabad dwara Karmkar Sri Azmat Ullah ko dinank 24-9-90 se Painter Grade-II avam 1-3-93 se Painter Grade-I me padonmati na dena nayayochit hai? Yadi Nahi to sambandhit karmkar kis anutosh ka Haqdar Hai ?

2. On behalf of the workman Azmat Ullah statement of claim has been filed with the allegations that Azamat Ullah was appointed on the post of Khalasi in Northern Railway Kanpur on 15-4-79 under AEN Northern Railway Kanpur Central. He was promoted as Painter Grade (III) in the pay scale of Rs. 260-400 on 29-7-84. A seniority list of Painter Grade (III) was issued at Divisional Level and in that list the name of the workman was shown at serial No. 15. A trade test for promotion to Grade (II) scale of pay 1200-1800 was held on 20-3-90 in which the workman was declared successful and a letter was sent by the Senior Divisional Engineer (I) Kanpur to the Divisional Railway Manager Office at Allahabad for approval. Though DRM Office approved results vide letter dated 24-9-90 but the workman was not promoted in Painter Grade (II) in the pay scale of Rs. 1200-1800 and he is still working in Painter Grade III. The work and conduct of the workman has always been satisfactory and he was entitled to get promotions after he had passed the trade test for painter grade II. In the year 1993 the posts of painters were upgraded and the painter grade (III) were promoted in the scale of painter grade II in the pay scale of Rs. 1200-1800 but the name of the workman was left out in that list of promotion as a result of up gradation and Sri Iqbal Ali who was junior to the workman was given benefit of up gradation from grade III to grade II and was given promotion in the pay scale of Rs. 1200-1800 with

effect from 1-3-93. Had the concerned workman been given promotion on the post of painter grade II in the year 1990 as he had passed the trade test for that post he would have got promotion as a result of the policy of the up gradation in the year 1993 on the post of painter grade I. But he was deprived from that benefit and was not even given promotion to the post of painter grade II with effect from 1993 when his junior Sri Iqbal Ali was given promotion as painter grade II in the pay scale of Rs. 1200-1800. Hence the action of the management is mala-fide illegal and unjustified. The workman made several representations to the management of Northern Railway for giving benefits of promotion on the post of painter grade (II) and (I) but the management did not pay any heed to it, hence the workman has raised the present dispute with the prayer that he may be given promotion on the post of painter grade II with effect from 24-9-90 and he should be given promotion on the post of painter grade I with effect from 1-3-93 when his junior Iqbal Ali was given promotion as painter grade II as a result of up gradation of the posts of painters.

3. The management of Northern Railway has contested the case of the workman by filing written statement in which the management has admitted that the workman was promoted as painter grade (III) in the pay scale Rs. 260-400 with effect from 29-7-84. It is also admitted to the management that Iqbal Ali was promoted on the post of painter grade (III) with effect from 24-10-84. It has been alleged that Iqbal Ali was appointed as Khalasi in the year 1977 whereas the concerned workman was appointed in the year 1979, hence Iqbal Ali was senior to the concerned and this is why he was given promotion the post of painter grade II on 1-3-93. It has been alleged that the concerned workman being junior to Iqbal Ali was given promotion on the post of painter grade (II) in the year 1998 after passing the trade test. It has been alleged that the claim of the concerned workman is base less and is liable to be rejected.

4. On behalf of the workman rejoinder has been filed in which the facts alleged in the statement of claim has been reiterated. It has been denied in the rejoinder that the concerned workman was junior to Sri Iqbal Ali.

5. The workman examined himself as W.W. 1 and filed 12 documents marked ext.

W-1 to W-12. The management examined Sri R. K. Srivastava, as M.W.1 and filed 7 documents marked Ext. M-1 to M-7.

6. I have heard the authorised representative for both the parties and have gone through the record of the case.

7. The case of the workman that he passed trade test for the post of painter grade II in the year 1990 is not only supported by the evidence of the concerned workman Azamat Ali w.w.1 but also by the documentary evidence on record. The workman has filed the letter dated 7-4-90 Ext. W.1 sent by Divisional Engineer Northern Railway Kanpur to the Senior Divisional Engineer Northern Railway Allahabad showing the result of the trade test for painter grade II. This shows that the concerned workman has passed the trade test of painter grade II held at Divisional Level at Kanpur. The order dated 24-9-90 Ext. W.2 is on record, which shows that the result of trade test for painter grade II of the concerned workman was approved by Senior Divisional Engineer (I) Northern Railway Allahabad. Thus it is established beyond doubt that Azamat Ullah had passed trade test of painter grade II in the year 1990 and his result was approved by the Senior Divisional Engineer (I) Northern Railway Allahabad on 7-4-90. There is absolutely no evidence on record to show that whether any post of painter grade II was vacant in the year 1990 or not. Azmat Ullah has admitted in his cross examination that on the basis of trade test held in the year 1990 in which he had appeared any person junior to him was not promoted on the post of painter grade II. Merely by passing the trade test he did not become entitled to get promotion on the post of painter grade II until and unless there was vacancy for the same. This is established beyond doubt that in the year 1993 orders for up gradations of the posts were passed by the Railway Board by which the persons working on the post of painter grade III were promoted to the post of painter grade II with effect from 1-3-93. A copy of the promotion order on the basis of policy of up gradation is on the record, which is ext. W-10. In this list of promotions Iqbal Ali has been shown at serial No. 16 and he has been given promotion on the post of painter grade-II from the post of painter grade III but the name of the concerned workman does not find place in this list. The railway management has not been able to explain as to why the concerned workman

Azamat Ullah who had passed trade test for painter grade II in the year 1990 was not given the benefit of up gradation with effect from 1-3-93 especially when he was shown senior to Iqbal Ali in the seniority list issued by the Sr. Divisional Engineer Northern Railway Kanpur. It is notable that in this seniority list ext. W-3 the concerned workman has been shown at serial No. 15 whereas Iqbal Ali has been shown at serial No. 17. Thus it is established beyond doubt by this seniority list that the concerned workman was senior to Iqbal Ali in the seniority list of painter grade III. This shows the correct position of seniority of concerned workman and Iqbal Ali because Azmat Ullah was promoted as painter grade III with effect from 29-7-84 whereas Iqbal Ali was promoted on the post of painter grade on 24-10-84. The contention of the management that Iqbal Ali was senior to the concerned workman Azmat Ullah cannot be believed because it is based on wrong facts. There is no doubt that Iqbal Ali was appointed as Khalasi in the year 1977 and Azmat Ullah appointed in the year 1979 but when the concerned workman passed trade test for the post of painter grade III before July 1984 and got promotion in July 1984 prior to the promotion of Iqbal Ali on that post he was entitled to get seniority over Iqbal Ali who got promotion later on the post of painter grade III.

8. The case of the workman that he was entitled to get promotion as painter grade (II) in the year 1990 when he passed trade test for painter grade II cannot be believed because there is no evidence that there was any such vacancy for him or any junior to him was promoted to the post of painter grade II but when Iqbal Ali who was junior to him was given promotion to the post of painter grade II on 1-3-93 the concerned workman should have also been given the same benefit with effect from 1-3-93 because he was senior to Iqbal Ali and had already passed trade test for painter grade II in the year 1990 and his result of passing the test was approved by Senior Divisional Engineer 1st Northern Railway Allahabad and there was no impediment for giving him promotion on the post of painter grade II with effect from 1-3-93 as a result of up gradation of post the benefit of which was already given to his junior Iqbal Ali from the same date. It is notable that the concerned workman made representation to the DRM northern railway Allahabad, through is representation Ext. W-9, W-11 and W-12 in which he made a prayer that he should be

given promotion on the post of painter grade II with effect from 1-3-93 when his junior Iqbal Ali was given promotion on the post of painter grade II. Thus it is clear that the concerned workman wanted his promotion according to law with effect from 1-3-93 when his junior was given promotion on the post of painter grade II and made representations accordingly. His case as set up in the statement of claim that he should be given promotion on the post of painter grade II with effect from 24-9-90 appears to be misconceived and cannot be believed.

9. It is established beyond doubt by the evidence on record and pleadings of the parties that the concerned workman has been promoted to the post of painter grade II with effect from 1998. There is nothing on record to show that there was any legal bar in promoting the concerned workman with effect from 1-3-93 on the post of painter grade II. There is nothing on record to show that any order of punishment was operative against the concerned workman on 1-3-93 or any enquiry or vigilance case was pending against which may debar him from the benefit of ap gradation with effect from 1-3-93. Such impediment as mentioned in Ext. W-10 did not exist against the concerned workman. I, therefore, find that he was entitled to get promotion with effect from 1-3-93 on the post of painter grade II when his junior Iqbal Ali was promoted as painter grade II.

10. In view of findings recorded above I hold that the concerned workman was entitled to get promotion to the post of painter grade II with effect from 1-3-93. The management of Northern Railway is directed to promote the concerned workman on the post of painter grade II with effect from 1-3-93 and make payments of arrears of salary accordingly to the concerned workman within a period of three months from the date of publication of this award in the official gazette.

11. Reference made to this tribunal is partly decided in favour of the concerned workman and against the management of northern railway.

R. P. PANDEY, Presiding Officer

नई दिल्ली, 3 जून, 2002

का.प्र. 2168.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उत्तरी रेलवे के प्रबंधन के संबंध में नियोजकों और

और उनके कर्मचारों के बीच, अनुसूच में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कम लेबर कोर्ट, कानपुर के पंचाट (संदर्भ संख्या आई.डी. 21/1998) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-05-2002 को प्राप्त हुआ था।

[सं.एल.-41012/163/96-आई.प्रार. (बी.-I)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 3rd June, 2002

S.O. 2168.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. I.D. 21/1998) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Northern Railway and their workman, which was received by the Central Government on 31-5-2002.

[No. L-41012/163/96-IR(B. I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SRI R. P. PANDEY, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, SARVODAYA NAGAR,
KANPUR

Industrial Dispute No. 21 of 1998

In the matter of dispute.

BETWEEN

The Secretary,
C/o Member URK Union,
39-II, J Multistoried Railway Colony,
Charbagh Lucknow.
(for Jai Kumar Pandey)

AND

The Chief Works Manager,
Loco Workshop,
Northern Railway,
Charbagh Lucknow.

AWARD

1. Central Government, Ministry of Labour, New Delhi, vide its notification No. L-41012/163/96-IR(B-I) dated 27-1-98 has referred the following dispute to this tribunal for its adjudication—

2. Whether the demand of the Union to regularise the service of Sri Jai Kumar Pandey, Grade-II DSL Fitter Loco Workshop Northern Railway, Lucknow for the period from 8-7-81 to 27-7-82 is legal and justified? If so he is entitled to what relief?

3. In this case the Government of India, Ministry of Labour, New Delhi vide its corrigendum dated 26th July 2001, has corrected the date 27-2-82 appearing in the schedule of the reference order as 27-7-82 and accordingly correction was made in the reference order by this tribunal vide order dated 26-7-2001.

4. Statement of claim has been filed on behalf of the workman with the allegations that Sri Jai Kumar Pandey the concerned workman is at present working as highly skilled grade II fitter bearing ticket no. Diesel 534 under the opposite party. He was appointed as sub khalasi on 20-11-80 where he was allotted Ticket No. ES-571. The workman was falsely implicated in a criminal case therefore he was put under suspension with effect from 23-4-81. On receipt of adverse character report from District Magistrate Etawah the services of workman afore named were terminated with effect from 8-7-81. The workman was acquitted in the abovementioned criminal case under Section 302 IPC vide judgement dated 7-4-82 and the District Magistrate Etawah reported that the

workman bears a good moral character and is fit for government service. On the report of District Magistrate the concerned workman was taken back in service with effect from 27-7-82 vide order dated 27-7-82. The opposite parties while taking the workman back in service reappointed him whereas he was entitled to be reinstated in service. Although his service for the period of suspension has been regularised and has been paid full salary for the suspension period but the period from 8-7-81 to 27-7-82 has not been regularised by the opposite parties although there was no justification for not doing so. On account of this the workman has suffered a lot and he has become junior to those who were junior to him and that has led to his supersession. It was alleged was acquitted honourably by the criminal court and his termination was based on involvement in the criminal case his termination became unjustified and he was entitled to be reinstated in service. On the basis of these facts it has been prayed that the period from 8-7-81 to 27-7-82 may be regularised and the concerned workman should be held entitled to get wages of that period and his supersession may be set aside.

5. The management of northern railway has filed written statement in which it has been admitted that the concerned workman was appointed as a khalsi with effect from 28-11-80 and Ticket No. ES 571 was allotted to him. It has been alleged that he was involved in a criminal case under Section 302 IPC and had surrendered before the court on 23-4-1981 and released on bail on 26-5-81, hence he was placed under suspension with effect from 23-4-81. On receiving the adverse report from District Magistrate his services were terminated with effect from 8-7-81. The concerned workman was acquitted by criminal court in the case under Section 302 IPC and the District Magistrate Etawah also reported that the concerned workman was fit for government service then he was taken back in service with effect from 27-7-82. It has been alleged that he was not entitled to be reinstated in service because he had surrendered before the court without giving any notice to the department. It has been alleged that the period from date of termination till the date of reappointment cannot be regularised in the present case. It has been alleged that the claim of the concerned workman is liable to be rejected.

6. The workman examined himself as W.W. 1 and filed 4 documents marked Ext. W. 1 to W. 4. The management examined Sri Siyaram Senior Personnel Officer Northern Railway Lucknow.

7. I have heard the authorised representatives for both the parties and have gone through the record of the case. The authorised representative for the workman has argued that the concerned workman was placed under suspension merely because he was involved in the criminal case under Section 302 IPC and his service was also terminated on account of involvement in some criminal case and when he was honourably acquitted by the criminal court his suspension as well as termination from service became without any basis and unjustified and entire period of the employee from the date of suspension till the date of reappointment should have been treated as spent on duty and should have been regularised by the management but the management has failed to do so which has led to injustice to him and suitable relief should be granted to the concerned workman by this tribunal. After going through the record of the case I find force in the contention of the authorised representative for the workman. Sri Siyaram M.W. 1 Senior Personnel Officer of Northern Railway has admitted that the concerned workman was placed under suspension and his services were also terminated because he was involved in a criminal case under Section 302 IPC. The District Magistrate Etawah had also made a report that he was involved in a criminal case under Section 302 IPC hence the concerned employee was placed under suspension and his services were also terminated. He admitted that District Magistrate Etawah again reported after the concerned workman was acquitted of that criminal case under Section 302 IPC that he was fit for government service then the concerned workman was taken back in service. The record shows that when he was taken back in service he was allotted the same ticket number, which was allotted to him before his services were terminated and before, he was placed under suspension, Senior Personnel Officer M.W. 1 stated that the concerned workman was not reinstated in service because he was acquitted from the criminal court on the ground of benefit of doubt. When his attention was drawn towards the judgement of acquittal passed by criminal court he admitted that benefit of doubt is not mentioned anywhere in

that judgement of acquittal. Thus it is clear that the criminal case in which the concerned workman was involved had ended in his favour and he was honourably acquitted by the criminal court. On account of his acquittal the management of northern railway has treated his suspension unjustified and has granted him full salary of period of suspension and the period of suspension has been regularised for all practical purposes. Similarly when the termination order was also based on the involvement of the concerned workman under a criminal case under Section 302 IPC and when he was honourably acquitted in that case, his termination order also became unjustified and was also liable to be set aside. It appears that the management did not act properly after getting the report of acquittal of the concerned workman and did not set aside the termination order which had become unjustified illegal and without any basis. I, therefore, fully agree with the contention of authorised representative for the workman that termination order of the concerned employee dated 9-7-81 is illegal and unjustified being without any basis after the concerned workman was honourably acquitted in the criminal case which was basis of termination of his services. I, therefore, hold that the order of termination of the service of the concerned employee was without any basis and unjustified and that could not stand in the way of the continuous service of the concerned employee.

8. It is notable that vide order dated 26-3-84 Ext. W3 the competent authority had ordered that after the concerned employee has been honourably acquitted from the charges of Additional Sessions Judge in criminal case No. 305/81, the concerned workman is reinstated in service from 23-4-1981 and his increment is also granted with effect from 20-11-80 and his suspension period must be treated as spent on duty. When the concerned employee was reinstated in service with effect from 23-4-81, the order of his suspension termination and even reemployment became redundant and these orders stood superseded by the order dated 26-3-84. This order appears to be just proper and consistent with the legal position discussed above. When the concerned employee was reinstated in service with effect from 23-4-81 he was entitled to get full salary not only for the period of suspension but also from the date of termination till he was taken back in service on 27-7-82. From this point of view the entire period from the date of termination till the date of reappointment of the concerned employee in the service of the railways is liable to be regularised and the concerned employee is entitled to be treated in service from the date of suspension up to 27-7-82 and he is also entitled to get full salary of that period.

9. In view of above consideration I hold that the concerned employee is entitled to get full salary from 23-4-81 up to 27-7-82 and this period should be treated as spent on duty and should be regularised for the purposes of increments and other service benefits. The management of Northern Railway is directed to make compliance of this award within 30 days from the date of publication of this award.

10. Reference made to this tribunal is answered accordingly.

R. P. PANDEY, Presiding Officer

नई दिल्ली, 3 जून, 2002

का. आ. 2169.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डेवलपमेंट क्रेडिट बैंक लि० के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, मुम्बई नं.-II के पंचाट (संदर्भ संख्या सी.जी.आई.टी.-2/79/98) को प्रकाशित करती है जो, केन्द्रीय सरकार को 31-5-2002 को प्राप्त हुआ था।

[सं. एल.-12011/37/97-आई.आर. (बी.-I)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 3rd June, 2002

S.O. 2169.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/79/98) of the Central Government Industrial Tribunal No. II, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Development Credit Bank Ltd. and their workman, which was received by the Central Government on 31-05-2002.

[No. L-12011/37/97-IR(B-1)]
AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. II, MUMBAI

PRESENT :

S. N. Saundankar, Presiding Officer.
Reference No. CGIT-2/79 of 1998

Employers in relation to the Management of Development
Credit Bank Ltd., Mumbai.
The Managing Director,
Development Credit Bank Ltd.,
204, Raheja Centre,
Mumbai-400021.

AND

Their Workmen.

The General Secretary,
Development Co-op. Bank Employees Union,
74, H.A. Valji Marg,
Dongri,
Mumbai-400009.

APPEARANCES :

For the Employer : Mr. R. N. Shah, Advocate.

For the Workmen : Mr. V. A. Pai, Advocate.

Mumbai, dated 11th March, 2002

AWARD—PART-II

By the Interim Award dtd. 4-2-2000 (Exhibit-23), my Learned Predecessor held that the domestic inquiry conducted against the workmen Merchant and Kanchan was as per the Principles of Natural Justice and that findings recorded by the inquiry officer are not perverse. In view of the settled legal position, if the employees services are terminated after proper domestic inquiry held in accordance with the rules of Natural Justice and conclusions arrived at the inquiry are not perverse, the Industrial Tribunal is not entitled to consider the propriety and the correctness of the said conclusions, therefore point remains on the quantum of punishment.

2. Both the workmen viz. S. D. Merchant and M. G. Kanchan working in Development Credit Bank, were charged vide letter dtd. 19-11-92, for wilful disobedience of lawful and reasonable orders of superiors, gross negligence in the performance of duty, wilful damage to the property of the bank and the act subversive of discipline. Management, bank contended that domestic inquiry of the said charges was conducted by the inquiry officer Mr. J. A. Mudur and by his report dtd. 21-10-93 concluded that the charges were proved and as both the workmen committed misconduct, the disciplinary authority based on the inquiry report in the light of the misconduct dismissed both the workmen on 13-4-94.

3. Since the inquiry held proper and findings recorded by the inquiry officer not perverse, in this award, point as to "Whether the action of the management is justified" and point in respect of non payment of overtime to them in the light of the decision in *Sur Enamel & Stamping Works Ltd. Vs. Their Workmen* 1963 II LLJ SC pg. 367, is to be considered

4. Workman Mr. S. D. Merchant filed affidavit in lieu of Examination-in-Chief (Exhibit-26) and M. G. Kanchan (Ex-27) and they closed evidence vide purshis (Exhibit-30). Management bank did not lead any oral evidence vide purshis (Exhibit-31).

5. Workmen filed written submissions (Exhibit-33/34) and the management (Exhibit-35). On hearing the counsels and perusing the record as a whole and the ruling cited by the parties, I record my findings on the following issues Nos. 5, 6 & 7 for the reasons mentioned below :—

Issues	Findings
5. Whether the action of the management in dismissing the workmen is justified ?	Yes.
6. Whether the action of the Management for non-payment of overtime to these workmen is justified ?	Does not survive.
7. If not, to what relief the workmen are entitled to ?	As per order below.

REASONS

6. In so far the action of the management in imposing punishment of dismissal is concerned, workman Merchant stated that he had put in about 23 years service. For the first time he was chargesheeted in 1992. His past service record is unblemished. He has pointed out that relevant factors in this connection were put forth before the Disciplinary and the Appellate Authority, but, in vain. The another workman Kanchan has disclosed that he had put in 14 years of service. He is recipient of best employee in the year 1990. A lineant view was taken in the case of other employee viz. Mrs. Peerbhoy, however, in their case only harsh view has been taken which is disproportionate to the gravity of proved misconduct. Learned Counsel Mr. Pai for workman at this juncture submits that penalty imposed must be commensurate with the gravity of misconduct and any penalty disproportionate to the gravity of misconduct would be violative of Art. 14 of the Constitution. He has relied on *Ranjit Thakur Vs. Union of India* (1987) 4 S.C.C. 611 (AIR 1987 SC 2386), wherein Their Lordships observed :

"The question of choice and quantum of punishment is within the jurisdiction of the Tribunal (Court Martial). But the sentence has to suit the offence and the offender. It should not be vindictive or unduly harsh, it should not be so disproportionate to the offence to shock the conscience and amount in itself to conclusive evidence of bias. The doctrine of proportionality, as a part of concept of judicial review would ensure that even on an aspect which is otherwise, within the exclusive power of Tribunal if the decision of the court even as to sentence is an outrageous defiance of logic, then sentence would not be immuned from correction. Irrationality and perversity are recognised grounds of judicial review."

By catena of Judgment it is apparent that Tribunal can interfere with the order of management considering the particular conduct and the past record of the employee. Error on the part of management on imposing severe punishment can be corrected by this Tribunal under Section 11A of the Industrial Disputes Act, relying on *M/s. Hind Construction Engineering Co. Ltd. Vs. Their Workmen* AIR 1963 SC pg. 917 and the decision of the Bombay High Court in *Ahmedji C/o. Bharatiya Kamgar Sena Vs. Indian Hume Pipe Ltd. & Ors.*

7. Both Merchant and Kanchan in their cross-examination admitted that charges framed against them were very serious. Merchant admits that he was given Memo vide list (Exhibit-29) Letter dated 23-12-75 and 25-9-76 pg. 7 & 8 (Exhibit-29) to show he was not punctual and therefore warning was given to improve his behaviour. Letter dt. 6-4-77, pg. 6 shows one of the employees Jaffer had complained against Merchant letter dtd. 25-4-77, pg. 5 shows he was charging money from the customers for issuing duplicate loan instalments cards but was not crediting that amount in the bank. Letter dtd. 14-2-90 shows he had caused loss of Rs. 15,000 in the cheque matter, for which he has given warning, Memo dtd. 15-2-90, pg. 1 shows he was apprised on taking severe view on his late reporting for duty. This shows workman Merchant was not at fault for the first time but a habitual wrong doer. So far workman Kanchan is concerned, he is said to be recipient of best employee in the year 1990, it is seen charges levelled against him vide charge sheet Jtd. 19-11-92 were proved. As stated above, he admits that he was dismissed as charges

against him were very grave and serious. He himself realised the seriousness of his acts.

8. The Learned Counsel for the Management, Mr. Shah submits that the conduct of the workmen in the light of the proved charges hardly can be supported by the management, that too, in banking industry wherein devotion, diligence, punctuality is to be strictly observed. He had relied on *Union Bank of India Vs. Vishwa Mohan* 1998 4 SCC pg. 310 wherein Their Lordships observed :—

"It needs to be emphasised that in the banking business absolute devotion, diligence, integrity and honesty needs to be preserved by every bank employee and in particular the bank officer. If this is not observed the confidence of the public/depositors would be impaired."

Financial institutions, public bodies are being created/established and constituted to serve the public interest and if by their actions or omissions employees of these public institutions, committed breach of trust and faith, there will be little justification for showing any compassion or leniency by the Tribunal. True it is, industrial tribunal has power under Section 11A of the I.D. Act to mould and give proper relief in case of discharge or dismissal of workmen, however, those are in the nature of unruly horse and cannot be exercised without its frame work. On going through the record, nowhere pointout that the punishment imposed by the authority is highly disproportionate, to the degree of guilt of the workman concerned.

9. Workman pointed out that Mr. Rajwani and Koundinya who are chargesheeted for the similar charges, admitted the same and left the service. Therefore going through the record as a whole, in the light of the decisions referred supra, proved charges which were admittedly grave and serious required to be dealt with great sensitivity. Considering the place where they worked, their past records, going through the rulings cited above the action of the management of imposing punishment of dismissal upon both the workmen to my view, is totally justified. So far non payment of overtime allowance is concerned nothing is pleaded to that effect nor any thing on record. Since the workman by their acts deserve dismissal question of paying them overtime does not arise. Consequently issues are answered accordingly and hence the order :—

ORDER

The action of the management, Bank in dismissing the services of the workman S/Shri S. D. Merchant and M. G. Kanchan is totally justified.

S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 5 जून, 2002

का.आ. 2170.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में केन्द्रीय सरकार स्टेट बैंक ऑफ बिकानेर एंड जयपुर के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मचारों के बीच, अन्वय में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कम-लेवल कोर्ट नई दिल्ली, के पंचाट (संदर्भ संख्या आई.डी. 148/1990) को प्रकाशित करती है, जो केन्द्रीय सरकार को 04-06-2002 को प्राप्त हुआ था।

[सं. एन.-12012/214/90-आई.आर.बी-III/(बी.-I)]
अजय कुमार, डेस्क अधिकारी

New Delhi, the 5th June, 2002

S.O. 2170.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. I.D. No. 148/90) of the Central Government Industrial Tribunal-cum-Labour Court, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of Bikaner and Jaipur and their workman, which was received by the Central Government on 04-06-2002.

[No. L-12012/214/90-IR(B-III)] (B.I)
AJAY KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT: NEW DELHI

PRESENT :

Shri B. N. Pandey, Presiding Officer.

I.D. No. 148/1990

Shri S. K. Talwar,
Ex. Head Cashier (Officiating),
State Bank of Bikaner and Jaipur,
Naraina Industrial Estate,
Phase-I Branch,
New Delhi.
R/o 1/10607, Mohan Park,
Naveen Shahdara,
Delhi-110032.

Versus

The Zonal Manager (Zonal Office),
State Bank of Bikaner & Jaipur,
'AHINSA BHAVAN',
Shankar Road,
New Delhi.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/214/90-IR(B-III) dated 12-12-1990 has referred the following industrial dispute to this Tribunal for adjudication :—

"Whether the action of the management of State Bank of Bikaner and Jaipur, New Delhi in dismissing the workman Sh. S. K. Talwar vide their letter No. AGM/DAC/254 dated 16-12-1988 is justified? If not to what relief the workman is entitled to?"

Briefly stated the case of the workman is that during the relevant period he was working as Head Cashier on officiating basis at Naraina Industrial Estate, Phase-I Branch of the bank at New Delhi. On 5-7-1983 at about 10.15 a.m. The workman found Rs. 1.48 lakhs missing from his cash box and at that time there was no light in the premises of the bank as the electricity had gone off and the bank had no alternative arrangement of lighting. The cash was taken out of the safe for the days transactions in the darkness with meagn light of battery torch. The cash was kept in the cabin. Two payments of Rs. 1223.04 and Rs. 2360.00 were made to the Teller. To make the next payment of Rs. 2500.00 in the denomination of Rs. 100 notes when the workman turned to pick up the cash from cash box kept on his right side, he found bundles of Rs. 100 and Rs. 20 denomination missing from the cash box. Immediately on his raising alarm the Branch Manager ordered the closure of the main gate which was done at about 10.20 a.m. The Manager sent a message to the Regional Office and in a short while the security officer and other officials reached the branch. The workman remained in his seat in the cabin through out and till the officials of the bank made through search of the premises of the bank, but no clue to missing cash was found. The workman immediately asked for calling of police, but the request was not heeded by the officials. The Branch Manager lodged a written complaint to the police only at about 4.20 p.m. After arrival of police the workman was taken into custody by police and he was suspended on 9-7-1983.

After completing investigation the police submitted charge sheet against the workman u/s 409 I.P.C. for the offence of criminal breach of Trust. In the criminal case the workman was discharged by the Id. Trial court vide order dated 18-2-1984 but thereafter on revision he was put on trial and ultimately he was acquitted honorably vide judgement dated 30-7-1988 which was furnished to the bank vide his letter dated 21-8-88. Apart from the criminal Trial a disciplinary proceeding was also started against the workman by the department in which a charge sheet was issued on 23-4-1984. The gist of the charges are sheet was issued on 23-4-1984. The gists of the charges are :

1. The workman failed to comply advice of the Regional Manager of the Bank to make the loss of Rs. 1.48 lakhs good.
2. He displayed extreme lack of vigilance in protecting the bank's cash and thereby committed gross negligence.

Enquiry was held into the charge sheet. The Enquiry officer held the charges proved. The workman was issued show cause dated 16-1-1985 proposing punishment of dismissal. The workman submitted a reply dated 8-2-1985. The workman had also filed Civil Writ Petition No. 490/1985 and the Hon'ble High Court of Delhi passed order on 1-3-1985 restraining the bank from taking final decision in pursuance to the show cause dated 16-1-1985. After acquittal of the workman from the criminal case without considering the judgement of acquittal the Disciplinary authority dismissed the workman from service vide order dated 16-12-1983. The workman then preferred an appeal and the Appellate Authority modified the order of dismissal to termination of service vide his order dated 27-5-1989.

The Management filed its written statement refuting the claim of the workman. The above facts have not been disputed. However the bank maintained that there was alternative arrangement of light and that the workman displayed extreme lack of vigilance and committed gross negligence in protecting the cash of the Bank, which resulted in loss of Rs. 1.48 lakhs. Of course the bank contended that the enquiry was fair and proper.

The workman also filed rejoinder against the reply/written statement of the management denying assertions of the management and reiterating his previous version. It was further alleged that there was no negligence on the part of the workman that the enquiry was not fair and lawful, it was also vitiated and in the infacts and circumstances of the case the punishment was too harsh.

After pleadings of the parties this Tribunal framed following issues :—

1. Whether the domestic enquiry conducted against the workman is fair and proper?
2. As in the term of reference.

Both the parties have adduced their evidence. I have heard the representatives of the parties and also perused the records. Findings :

Issue No. (1).—The representative of the Management supported the actions of the management and contended that the domestic enquiry was conducted fairly and properly and that there was nothing illegal, wrong or against the principles of natural justice. On the other hand the representative of the workman contended that the charges were vague and unspecific, as there was no allegation as to how and in what manner the employee was negligent. There was no allegation of violation of any standard safety norms or he left the place without authority, etc. Secondly, there was pre-set/pre-determination of mind of the Disciplinary Authority in so far as asking the working to make the loss good in the charge sheet itself. The enquiry is vitiated as the Enquiry Officer did not hold impartial enquiry. Instances of partiality are that the Enquiry Officer closed the enquiry on 16-10-1984 without giving any opportunity to lead evidence in defence to the workman. In his findings the Enquiry Officer has stated that Shri S. K. Talwar admitted that there was light in the branch, but there is no such admission in the enquiry, as is evident from the records of enquiry. The enquiry officer, though held that the charge is proved, he has not given any reasoning as to how and by what evidence the charges were proved. Hence the findings of Enquiry Officer is indicative of closed mind. The Disciplinary Authority did not consider the judgement of acquittal and the order of disciplinary authority is a non-speaking order. It is evident from the charge sheet dated 23-4-84, Exh. W-4, that the workman was asked to make good the loss of 1.48 lakhs. This shows there was pre-determination of mind of guilt. It would be proper to extract the language in the charge sheet :

"As custodian of the cash, you failed in your obligation to make good the above shortage before the close of business the same day. You were also advised by the Regional Manager, vide his letters dated 5-9-1983 and 7-10-83 to make good the aforesaid cash shortage but you have failed to comply with these instructions of the bank".

It was also contended that in the case of *Kumaon Mandal Vikas Nigam Vs. Girja Shankar Pant and Others*, 2001 1 LLJ 583 SC, the Hon'ble Supreme Court has held that :

"Upon consideration of language in the show cause notice cum-charge sheet, it has been very strongly contended

that it is clear that the officer concerned has a mind-set even at the stage of framing of charges and we also do find some justification in such submission since the chain is otherwise complete".

So the representative of the workman contended that asking the working to make good the loss even before issuing charge sheet itself is proof of pre-determination of mind. A pre-determined mind can do no justice. Hence the very initiation of disciplinary action is void, illegal and invalid and it also vitiated the entire enquiry proceeding.

It is evident from enquiry proceedings placed on record that no opportunity to lead evidence in defence was given by the Enquiry Officer when he concluded the enquiry on 16-10-84. The Enquiry Officer should have specifically asked as to whether the workman was willing to lead any evidence. But there was no such thing. The Enquiry Officer R. R. Dass who appeared as a witness (MW-2) admitted in his cross-examination that there was no specific recording of any opportunity given to the workman or his representative for producing his oral evidence or documentary evidence. Therefore, the fact remains that no reasonable opportunity to defend was given to the workman by the Enquiry Officer. This action do show the enquiry was not an impartial enquiry. Further, the Enquiry Officer in his report has stated that the workman has admitted that there was light, but there is no such statement in the enquiry and hence such finding is not based on evidence.

The Disciplinary Authority failed to consider the judgement of acquittal dated 30-7-1988. The High Court vide its order dated 1-3-1985 restrained the bank management from taking final decision in pursuance to the show cause dated 16-1-1985 proposing the punishment of dismissal. In the peculiar circumstances and more particularly the criminal proceeding and the departmental proceedings emanated from same incident and the witnesses before the Criminal Court and the Departmental Enquiry were same, the Disciplinary Authority ought to have considered the judicial findings which preceded to the order of dismissal dated 16-12-1988. The evidence of Shri S. P. Sayal, who appeared as BW-3 in the enquiry also appeared as PW-8 in the criminal proceedings, is contrary to the judicial finding. The witnesses appeared in the enquiry had also appeared as witnesses in the criminal proceedings. The finding of the Criminal Court is as under :—

"I have perused the testimony of PW-2 Amar Singh, PW-3 Mohd. Ismail, PW-4 Dhanvir Singh Vedi, PW-5 S. P. Kochar, PW-6 Gurdarshan Singh Kalsi, PW-7 Kirpal Singh and PW-8 Sarpal Sayal and it is clear that there was no light in the bank due to power failure and it was dark in the bank at about 10 a.m. All these witnesses have admitted this fact during their cross examination by the Id. Defence counsel. It is thus proved on record that there was no light in the bank due to power failure at the time when the amount was taken by someone. It is also clear from the testimonies of those witnesses that accused remained in his cabin through out till the arrival of manager, staff and police".

In the case of *Jaywant Bhaskar Sawant Vs. Board of Trustees of the Port of Bombay* 1994 LIC 1949 the Bombay High Court held :

"In my opinion the Enquiry Officer, the Disciplinary Authority and the Appellate Authority did not at all apply their mind to the verdict of honourable acquittal and complete exoneration of the petitioner from the charge of the criminal court for total want of evidence and have totally ignored the findings and the judgement of the criminal court altogether under a misconception that such honourable acquittal is totally irrelevant. Such an order of acquittal is not totally irrelevant in a civil proceeding or the departmental enquiry. No public authority is allowed to misuse its power. Public authorities must exercise their statutory discretion fairly and reasonably".

The same principle has been laid down in the case of *Management of Singareni Collieries Ltd. Vs. I.T.(C) 1989 II LLJ 608 AP*. It would be appropriate to extract the relevant para :

"The following facts are not in dispute. The order of dismissal Ex. W2 is dated 10th June, 1984. The

Criminal Court rendered its judgement Ex. W-1 in April, 1984. The Disciplinary Authority has not taken the Criminal Court's judgment into account while passing the order of dismissal. It has now to be examined as to how far this circumstance vitiate the order. The Judgement of the Criminal Court is a decision on merits acquitting the accused workers. The acquittal is not on any technical grounds. The Disciplinary authority is bound to take into account the judicial pronouncement of the Criminal Court and give due weight. It has not done so. While conceding this position."

In the case of Jijaba Namdes Borude Vs. Union of India, 1996 III LLJ 584, the High Court of Bombay has held :

"The Enquiry Officer and the Disciplinary Authority can not ignore the order of honourable acquittal as irrelevant in disciplinary proceedings. The Report of enquiry officer is vitiated by not giving proper weightage to order of honourable acquittal. It is pertinent to note that the witnesses before the Criminal trial and the domestic enquiry were the same and in the Criminal trial the said witnesses did not support the prosecution, while in the domestic enquiry, the said witnesses had deposed against the petitioner. If the witnesses were the same both in Criminal trial as well as in the domestic enquiry and when the employee got honorably acquitted the enquiry officer is bound to consider the reasoning of the Learned Magistrate while giving the Hon'ble acquittal".

The Disciplinary and appellate authorities have not considered the judgement of acquittal on merit. Therefore, order of the disciplinary and Appellate Authorities are result of non-application of their mind to the acquittal and hence in negation of recognised principles of law for giving due weightage to the judgement of the acquittal of Criminal Court.

The charge levelled against the workman was extreme lack of vigilance in protecting the bank's cash and according to management thereby workman displayed gross negligence involving the bank in serious loss and the misconduct had fallen under para 19.5(j) of the First Bipartite Settlement. As stated above the charge itself is vague in so far as it is not describing what was the standard norms or rules violated by the workman and in what manner he displayed gross negligent. The workman vide his reply dated 8th May, 1984, pointed out that the charges were vague and it did not specify as to how he was negligent/lacked vigilance. It is evident from records of enquiry that the workman did not leave his place and remained in the cabin till the search of the premises was completed by the officials of the bank; there was no electricity at the time of loss of cash; the workman raised alarm immediately; the Manager and officials rushed to his cabin; within five minutes duration the incident of loss of cash happened; till the arrival of police in the evening the workman remained in the branch. Further, the cash cabin was within the premises of the bank and other employees were sitting near the cash cabin. All these factors do show that there was no negligence but a theft took place. Looking at the records of the enquiry and the evidence on record of this Court it is clear that the charges were not proved in the enquiry. In fact the very initiation of enquiry itself is bad in law. In any event I do not find any element of "extreme lack of vigilance", and "gross negligence" as alleged in the charge-sheet from the records. There is no culpability on the workman also. In the case of Zunjarrao Bhikaji Nagarkar Vs. Union of India & Ors. (1999) 7 Supreme Court Cases 409, it has been held that :

"When we talk of negligence in a quasi-judicial adjudication, it is not negligence, perceived as carelessness, inadvertence or omission but as culpable negligence".

In the judgement of Acquittal also the judicial finding is that :

"the possibility of stealing the amount from the cash box of the accused Satish Kumar Talwar by someone else cannot be ruled out as there was darkness in the bank due to power failure at that time".

Therefore, the findings of the enquiry officer that the misconducts were proved against the workman and the resultant order of dismissal from service dated 16-12-1988 and the order of Appellate Authority dated 27-5-1989 modifying the dismissal to termination are illegal and invalid in law and hence the disciplinary action is vitiated for the reasons stated

above and therefore the orders dated 16-12-88 and 27-5-89 accordingly deserve to be set aside. Accordingly I hold that the domestic enquiry conducted against the workman was not fair and proper. The issue No. 1 is decided in negative.

The management has taken a plea in its written statement that for any reason if the enquiry is found unfair, defective and vitiated then it may be permitted to lead evidence to justify its action. In this regard it is worth to be mentioned that the charge of negligence is itself vague as found and mentioned hearing above and no other witness was mentioned to prove it except the witnesses already examined by the management before the enquiry officer, so the management cannot be allowed to fill up the lacuna in the proceedings which already stood vitiated. Even if the management is allowed to lead further evidence as prayed and it also leads evidence to prove charge of alleged negligence it would be of no avail to the management in view of the clear acquittal of the workman from the criminal case which was based on the same set of facts. The entrustment of the money lost and its loss from the custody of the workman has not been denied. I find that in the facts and circumstances of the case and in view of his acquittal from the criminal case the punishment of dismissal would not be appropriate. Clause 19.12(C) of the first Bipartite settlement mandates the authority to take into account the gravity of the misconduct, the previous record if any and other aggravating and extenuating circumstances that may exist. The workman has pleaded in his claim that his past record was clean and there was nothing against him in his service. This fact is also not disputed by the Management. Therefore, the Disciplinary Authority as well as the Appellate authority did not exercise its discretion judiciously and in accordance with the directions given under 19.12(C) of First Bipartite settlement by way of imposing the punishment of 'Dismissal' vide order dated 16-12-88, and modifying the punishment of 'Dismissal' to termination vide order dated 27-5-89. Hence, in view of the peculiar facts and circumstances of the case, there will be no meaningful purpose to allow the management to lead evidence.

In view of the admitted fact of loss of bank money from possession of the workman and also his readiness to make good the loss, I feel that the ends of justice would be met if the loss of Rs. 1.48 lakhs is recovered from him.

In view of the above discussion the order of dismissal dated 16-12-88 passed by the Disciplinary Authority along with the order of termination dated 27-5-89 of the Appellate Authority deserves to be quashed and the workman deserves to be reinstated with all consequential benefits including continuity in service and back-wages.

Accordingly the orders of dismissal dated 16-12-88 and subsequently modified termination vide order dated 27-5-89 in the appeal are quashed, I hold that the workman is entitled to the relief of reinstatement with all consequential benefits including continuity in his service and back wages minus Rs. 1.48 lakhs, if not already recovered by the bank on 5-4-94 from P.F. Account of the workman (as contended on behalf of the workman during the course of arguments). The workman will also be entitled to interest @ 6 per cent on the total amount which is found payable to him towards his back wages, from the date the Award becomes enforceable till the Award is implemented Costs on parties. Award is given accordingly.

BADRI NIWAS PANDEY, Presiding Officer

Dated : 29-05-2002

नई दिल्ली, 3 जून, 2002

का.आ. 2171.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आल इंडिया रेडियो के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट (संदर्भ संख्या 104/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-6-2002 को प्राप्त हुआ था।

[सं. एल.-42012/8/92-आई.आर. (डी.यू.)]

कुलदीप राय वर्मा, ई.ए. अधिकारी

New Delhi, the 3rd June, 2002

S.O. 2171.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 104/99) of the Central Government Industrial Tribunal/Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of All India Radio and their workman, which was received by the Central Government on 3-6-2002.

[No. L-42012/8/92-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE SRI R. P. PANDEY, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT SARVODAYA NAGAR, KANPUR

Industrial Dispute No. 104 of 1999

In the matter of dispute between

Sri Ram Prasad,
Son of Sri Bhola Ram,
Village and Post Semri,
District Agra.

AND

The Executive Engineer (Electrical),
Civil Construction Wing,
AIR Electrical Division,
Rani Laxmi Bai Marg,
Lucknow.

The Executive Engineer,
Construction Wing (Electrical),
CGO Complex Sookhana Bhawan,
New Delhi.

AWARD

1. Central Government Ministry of Labour, New Delhi, vide its notification No. L-42012/8/92-IR(DU) dated 4-5-99 has referred the following dispute for adjudication to this tribunal :—

Whether the action of the management of All India Radio Civil Construction Wing, Lucknow in terminating the services of Sri Ram Prasad is legal and justified? If not to what relief the workman is entitled?

2. In the statement of claim filed by the concerned workman it has been alleged that he was employed by the employers at their sub-divisional jurisdiction at Agra on the per-

manent and regular post of watchman without any appointment letter and he worked continuously from 1-7-85 till the date of illegal termination. It has been alleged by the workman that no wage slip was ever supplied to him during his employment period and the management used to mark his attendance according to their sweet will. It has been alleged by the workman that though he was discharging the duties of a permanent watchman honestly and diligently, but as a measure of unfair labour practice and with the sole object of depriving the workman from a status and privileges of a permanent workman he was shown as daily rated employee on the record. It has been alleged by the workman that he was paid his wages only once in a month alongwith permanent employee of the department. It has been alleged by the workman that he repeatedly raised his demand for equal pay for equal work but all in vain. It has been alleged by the workman that during the course of conciliation proceedings the employers agreed to employ the concerned workman on his old job but no such settlement could be made in writing. It has been alleged that some time after his reinstatement the concerned workman demanded his assured benefits it added fuel to the fire and the management started marking the concerned workman absent in the attendance register and ultimately the concerned workman was prevented from performing his duties vide letter No. 258-259 dated 27-6-89 issued by the Junior Engineer. It has been alleged that as per order of this court LCA No. 332 of 1989, the workman has put in more than 240 days of continuous service. It has been alleged that the employers have violated the provisions of section 25F, 25G, 25H and 25N of the Industrial Disputes Act, 1947 hence the termination of the service of the workman is illegal and unjustified as well as non-est in the eye of law. On the basis of above allegations it has been prayed by the concerned workman that he may be reinstated in service with back wages and continuity of service and with all consequential benefits.

3. In this case the management did not appear despite issue of registered notices to them, hence the case proceeded ex parte against the management.

4. The concerned workman proved his case on affidavit. As the evidence of the workman goes uncontroverted, I am inclined to believe the case as set up by the concerned workman

in his statement of claim. I am further inclined to hold that the concerned workman worked continuously for a period of 240 days in a calendar year preceding the date of termination of his service and no notice pay or retrenchment compensation was given to the concerned workman at the time of termination of his service by the management and that the management breached the mandatory provisions of the Industrial Disputes Act.

5. In view of findings recorded above, I hold that the action of the management All India Radio, Civil Construction Wing, Lucknow in terminating the services of Sri Ram Prasad is illegal and unjustified. Consequently the concerned workman is entitled to be reinstated in service with full back wages and all consequential benefits.

6. Reference made to this tribunal is answered accordingly in favour of the workman and against the management.

R. P. PANDEY, Presiding Officer

नई दिल्ली, 5 जून, 2002

का.प्र. 2172.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नेशनल एग्रीकल्चरल को-ऑपरेटिव मार्केटिंग फेडरेशन ऑफ इंडिया लिमिटेड के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट (संवर्ध संख्या 112/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-6-2002 को प्राप्त हुआ था।

[सं. एल.-42012/172/2000-आई.आर. (डी.यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 5th June, 2002

S.O. 2172.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 112/2000) of the Central Government Industrial Tribunal, Labour Court, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of National Agricultural Cooperative Marketing Federation of India Ltd. and their workman, which was received by the Central Government on 5-6-2002.

[No. L-42012/172/2000-IR(DU)]

KUL DIP RAI VERMA, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, NEW DELHI

I.D. No. 112/2000

Sh. Lalit Kumar Bhardwaj,
Jai Jawan Jai Kissan Export Karamchhari Union,
362, Bal Mukand Khand,
Giri Nagar, Kalkaji,
New Delhi-110019.

Versus

National Agricultural Cooperative Marketing Federation of India Ltd.,
Sidhartha Enclave, Ashram Chowk,
Ring Road, New Delhi-110014.

AWARD

The following Industrial Dispute has been referred to this Industrial Tribunal-cum-Labour Court for its adjudication, vide order No. L-42012/172/2000/IR(DU) dated 28-9-2000 of the Ministry of Labour, Govt. of India :—

“Whether the action of the management of NAFED in terminating the services of Sh. Lalit Kumar Bhardwaj Grading Assistant and Peon w.e.f. 30-10-98 is just and legal. If not to what relief the workman is entitled and from which date ?”

2. The workman filed his claim statement, inter alia, alleging that he was appointed by the management w.e.f. 21-11-94 for three months but continued even thereafter as Grading Assistant but later on the Management illegally and unlawfully terminated his services on 28-6-96. He was subsequently appointed on 13-9-96 as Peon on casual basis and again illegally, unauthorisedly and unjustifiably terminated on 10-9-97. He was again appointed on 27-2-1998 but was again illegally, unauthorisedly and unjustifiably terminated on 30-10-98. Therefore he demanded reinstatement with full back wages and continuity of the service.

3. The claim of the workman Sh. Lalit Kumar was contested by the Management by way of filing a detailed Written Statement.

4. Today the workman moved an application for withdrawal of his dispute alleging

that it was without any force. No objection has come forth against it. The application of the workman-petitioner is, therefore, allowed as prayed for withdrawal of his present Industrial Dispute. Parties shall bear their own costs. Award is given accordingly in terms of the application which shall form part of the award.

BADRI NIWAS PANDEY, Presiding Officer
Dated : 30-5-2002

नई दिल्ली, 11 जून, 2002

का.आ. 2173.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स सहारा एयरलाइंस लिमि. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं.-1, मुम्बई के पंचाट (संदर्भ संख्या 33/99/1552) को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-5-02 को प्राप्त हुआ था।

[फा.एल.-11012/25/99-आई.आर. (सी-1)]
एस.एस. गुप्ता, अवर सचिव

New Delhi, the 11th June, 2002

S.O. 2173.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 33 of 1999) of the Central Government Industrial Tribunal/Labour Court No. 1, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Sahara Airlines Ltd. and their workman, which was received by the Central Government on 31-5-2002.

[F. No. L-11012/25/99-IR(C-1)]
S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

PRESENT :

Shri Justice S. C. Pandey, Presiding Officer.
Reference No. CGIT-33/1999

PARTIES :

Employers in relation to the management of M/s. Sahara Airlines Ltd.

AND

Their Workmen.

APPEARANCES :

For the Management : Shri S. N. Desai, Advocate.
For the Workman : Shri R. R. Mishra, Gen. Secretary.
STATE, Maharashtra

Mumbai, dated the 17th day of May, 2002

AWARD

1. The Central Government has referred the following question to be answered by this Tribunal in exercise of its powers under clause (d) of Sub-section (1) and Sub-section 2A of Section 10 of the Industrial Disputes Act 1947 (The Act for short).

“व्या. कर्मकार श्री अतुल कुमार त्रिपाठी का दावा कि मैं सहारा एयर लाइन्स के प्रबंधक ने उनसे त्यागपत्र जबरदस्ती लिया है सही है ? यदि हाँ, तो व्या. प्रबंधक का यह कार्य सही एवं न्याय संगत है ? यदि नहीं तो कर्मकार किस राहत के पात्र है तथा किस तारीख में ?”

2. During the course of hearing an application was filed on behalf of M/s. Sahara Airlines to the effect that the workman had settled the dispute in terms of settlement dated 18-4-2000. A copy of the settlement is placed on record along with application filed by the Counsel for M/s. Sahara Airlines. Shri R. R. Mishra, Gen. Secretary of the Union who was prosecuting this reference on behalf of the workman did not admit the settlement filed by M/s. Sahara Airlines. Therefore, the case was adjourned to 15-5-2002 for seeking instructions from the workman today. Shri R. R. Mishra had made a statement to the effect that he has no instruction from the workman regarding alleged compromise. Mr. R. R. Mishra further stated that the workman is not interested in prosecuting the reference. Accordingly, this reference is disposed of by saying that owing to the subsequent events the dispute for which the case was referred to this tribunal no longer survives

S. C. PANDEY, Presiding Officer

नई दिल्ली, 11 जून, 2002

का.आ. 2174.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.एम.पी.डी.आई.एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं.-2, धनबाद के पंचाट (संदर्भ संख्या 34/90/322) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-5-02 को प्राप्त हुआ था।

[फा.सं.एल.-20012/120/90-आई.आर. (सी-1)]
एस.एस. गुप्ता, अवर सचिव

New Delhi, the 11th June, 2002

S.O. 2174.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 34 of 1990) of the Central Government Industrial Tribunal/Labour Court No.-2, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CMPDIL and their workman, which was received by the Central Government on 20-5-2002

[F. No. L-20012/120/90-IR(C-1)]
S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 2) AT DHANBAD

PRESENT :

Shri B. Biswas, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947

REFERENCE NO. 34 OF 1990

PARTIES :

Employers in relation to the management of Central Mine Planning and Design Institute Ltd., Gurdwara Place, Kanke Road, Ranchi and their workmen.

APPEARANCES :

On behalf of the workmen : None.

On behalf of the employers : Shri B. K. Sinha,
Personnel Officer.

STATE : Jharkhand INDUSTRY : Planning Institute.
Dated, Dhanbad, the 13th May, 2002

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/120/90-I.R. (Coal-R), dated, the 15th November, 1990.

SCHEDULE

"Whether the demand of the Union regarding reinstatement of S/Shri Babulal Yadav, Surendra Ram, Pitahi Munda, Kishan Bodra, Soma Bodra, Ram Deo Singh, Jalaludin Ansari and Sudama Singh all Drill Helpers of Hutar Drilling Camp with back wages and allied benefits from the initial date of engagement from 1981 is justified? If so, to what relief these workmen are entitled?"

2. The case of the concerned workmen in brief is that they were engaged as casual workers by the management in the year 1981 and continued to in such position till January, 1987 while they were discharged from service arbitrarily and illegally without any notice retaining the juniors in the same position. They further submitted that while the management sought direction of the Hon'ble Supreme Court for regularisation of the workmen listed before the Court seeking regularisation and other reliefs during the pendency of the said Writ Petition workers not listed before the Court were selectively picked up and regularised. This included the juniors to the concerned workmen. Further chosen persons inducted or purported to have been employed on vouchers payment and even after arbitrary discharge of the concerned workmen were also regularised in Cat. I and re-categorised in appropriate categories both during the pendency of the Writ Petition No. 9677/83 and after order of the Court dated 20-2-1989. It has been alleged by the concerned workmen that during the pendency of the Writ Petition No. 9677/83 the management adopted pernicious system and exploitation and unfair labour practice of employing workmen on voucher payment. The workmen concerned who were originally employed on muster roll were also altered as voucher payment while in 100 cases interested persons originally employed on vouchers payment were converted to muster roll and later categorised in Cat. I from the initial date of employment on voucher payment. They further alleged that the management is grossly guilty of abusing their authority and power for depriving genuine workers of their legitimate rights to grab all possible employment opportunities in favour of their chosen men. 100 of such chosen ones have been accommodated through intentional manipulations, apparent forgery and fraud besides deliberate breach of statutory provision, differentiating and discriminating genuine workers. They further alleged that the concerned workmen were arbitrarily discharged while shifting the drilling machine and drilling camp along with personnel from Hutar to Govindpur. The workmen did not become surplus and at Govindpur more number of new persons were employed on voucher payment. Further a large number of junior of the workmen were retained in addition to employing large number of new persons on similar jobs on identical conditions. Accordingly the said retrenchment was effected in intentional branch of relevant provision of I.D. Act, 1947 and rules framed thereunder. It has been alleged that the instant industrial dispute came into existence as the management refused to consider their claim for regularisation in service. Accordingly it has been prayed for passing an Award directing the management to reinstate the concerned workmen in service with back wages and allied benefits.

3. The management on the contrary after filing W.S.-cum-rejoinder have denied all the claims and allegations which the concerned workmen asserted in their W.S. It has been submitted by them that for operation of drilling camp the management deploys skilled, experienced and qualified employees from amongst the man power strength which are

earlier taken from the earlier camp where drilling operation are over and came as wound up. They also submitted that while from the earlier camp to new camp sincere care is taken for deployment of casual to new camps and in case of shortage of required man power effort is made to put the man power from the other camp having surplus strength. They submitted that in some cases they are to engage absolutely on casual basis some workers to meet up the exigency which could not be coped up from the existing man power strength in the Camp. The name of the job for which those casuals are deployed is purely on temporary basis. The management submitted that to meet up such contingent work some persons might be deployed at Hutar Drilling Camp but as the nature of job performed by them were absolutely contingent in nature and also on contract basis question of regularisation their services did not arise at all. They submitted that in the public interest Writ Petition No. 9677/83 was filed before the Hon'ble Supreme Court against the management and therein the union filed a list of workmen alleged to have been working with the management. In disposing of the said Writ Petition, the Hon'ble Supreme Court by its Judgment dated 20-2-1989 directed to regularise the workmen concerned only when the management was satisfied about their identity and claim. They submitted that in pursuance of the verdict of the Hon'ble Supreme Court the management received claim for regularisation of the services of B. N. Tripathy and 56 others wherein, the names of the persons involved in the present reference case did not appear evidently due to the reason that they have never worked with the management. Had they worked with the management as casual with effect from 1991 as claimed by the union their names certainly would have been filed before the Hon'ble Supreme Court in the said Writ Petition and the persons concerned with the dispute would certainly have claimed their regularisation in pursuance of the verdict of the Hon'ble Supreme Court. It has been categorically submitted by the management that the concerned workmen never worked in the management regularly. Might be that their services were called for in connection with some contingent work but as soon as such contingent work was over they were stopped from their work and for which the management is not liable to take the responsibility for regularisation of the services of the concerned workmen. Accordingly the management has prayed for passing an Award rejecting the claim of the concerned workmen.

4. The points for decision in this reference are :—

"Whether the demand of the Union regarding reinstatement of Shri Babulal Yadav, Surendra Ram, Pitahi Munda, Kishan Bodra, Soma Bodra, Ram Deo Singh, Jalaludin Ansari and Sudama Singh all Drill Helpers of Hutar Drilling Camp with back wages and allied benefits from the initial date of engagement from 1981 is justified? If so, to what relief these workmen are entitled?"

DECISION WITH REASONS

5. It is seen that the instant case was taken up for ex parte hearing as the concerned workmen in spite of getting several opportunities have failed to appear before Tribunal with a view to substantiate their own claim. During ex parte hearing the management examined one witness. This witness during his evidence disclosed categorically that they are to engage some labours apart from any permanent workman on contract basis for the purpose of cleaning bushes and making pathways in course of opening any drilling camp for survey work. This witness disclosed that from January, 1981 to August, 1984, He was Camp Incharge of Hutar drilling Camp. He categorically denied the fact that the concerned workmen were their regular employees. He disclosed might be the concerned workman on contract basis were engaged temporarily in the said camp for carrying on certain contingent job. In support of the claim the witness relied on the letter issued by the Regional Director addressed to the Chief of Geology and drilling, CMPDIO which during his evidence was marked as Ext. M-1. I have considered the said letter and from this letter it has been exposed clearly that some persons were engaged in different misc. jobs which were absolutely contingent in nature and accordingly the question of maintaining any official papers namely Muster roll etc. did not arise at all. Considering the submission of the management it transpires clearly that at Hutar Drilling Camp to meet up some contingent work they engaged some workers purely

on temporary basis. To rebut such claim of the management the concerned workmen inspite of getting ample opportunity did not consider necessary to adduce any evidence. No evidence is also forthcoming on the part of the concerned workmen that they were appointed as casuals and that they had to perform job permanent in nature and they were illegally and arbitrarily stopped from their work. No evidence is forthcoming before the Court how many days in a year they performed their job under the management at Huter Drilling Camp. As such after careful consideration of all the facts and circumstances I find it very difficult to uphold the contention of the concerned workmen that they were stopped from work arbitrarily and illegally by the management. As the concerned workmen inspite of getting opportunities have failed to substantiate their own claim I consider that they are not entitled to get any relief which they have prayed for. In the result, the following Award is rendered :—

"The demand of the Union regarding reinstatement of S/Shri Babulal Yadav, Surendra Ram, Pitahi Munda, Kishan Bodra, Soma Bodra, Ram Deo Singh, Jala-ludin Ansari and Sudama Singh all Drill Helpers of Huter Drilling Camp with back wages and allied benefits from the initial date of engagement from 1981 is not justified. Consequently the concerned workmen are not entitled to get any relief."

B. BISWAS, Presiding Officer

नई दिल्ली, 11 जून, 2002

का.आ. 2175.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में सिमापुर एयरलाइंस के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नई के पंचाट (संदर्भ संख्या 108/2001/सी.टी.एन.-आई.डी. 62/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-6-2002 को प्राप्त हुआ था।

[फा. सं. एन-11012/86/98-आई.आर. (सी-1)]

एम.एस. गुप्ता, अवर सचिव

New Delhi, the 11th June, 2002

S.O. 2175.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 108/2001/CTNID 62/99 of the Central Government Industrial Tribunal/Labour Court Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Singapore Airlines and their workman which was received by the Central Government on 5-6-2002.

[F. No. L-11012/86/98-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, CHENNAI

Friday, the 24th May, 2002

PRESENT:

K. Karthikeyan, Presiding Officer.

Industrial Dispute No. 108/2001

(Tamil Nadu State Industrial Tribunal

I.D. No. 62/99)

In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri G. Baskaran and the Management of Singapore Airlines, Chennai].

BETWEEN

Sri G. Baskaran : I Party/Workman.

AND

The Station Master,
Singapore Airlines, Chennai : II Party/Management.

APPEARANCES :

For the Workman : Sri S. Vaidyanathan & W.T. Prabhakar, Advocates

For the Management : M/s. King & Patridge Advocates.

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947), have referred the concerned dispute for adjudication vide Order No. L-11012/86/98/IR(C-I) dated 30-3-1999.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai where it was taken on file as I.D. No. 62/99. When the matter was pending enquiry in that Tribunal, as per the orders of the Central Government, Ministry of Labour this case has also been transferred from the file of Tamil Nadu State Industrial Tribunal to this Tribunal for adjudication. On receipt of records from that Tamil Nadu State Industrial Tribunal, this case has been taken on file as I.D. No. 108/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 31-1-2001 with their respective parties and to prosecute this case further. Accordingly, the learned counsel on either side along with their respective parties have appeared and prosecuted this case. The Claim Statement of the I Party/Workman, Counter Statement of the II Party/Management and the reply statement for the I Party/Workman were filed, when this matter was pending before the Tamil Nadu State Industrial Tribunal itself.

When the matter came up before me for final hearing on 3-4-2002, upon perusing the Claim Statement, Counter Statement, the reply statement, the other material papers on record, the oral and documentary evidence let in on either side, after hearing the arguments advanced by the learned counsel on either side, and this matter having stood over till this date for consideration, this Tribunal has passed the following:—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows :—

"Whether the action of the management of Singapore Airlines, Chennai, in denying employment to Sri G. Baskaran w.s.f. 17-4-1995

is justified? If not, to what relief the workman is entitled?"

2. The averments in the Claim Statement filed by the I Party/Workman Sri G. Baskaran (hereinafter refers to as Petitioner) are briefly as follows:—

The Petitioner joined the services of the Singapore Airlines as a loader on 1-10-92. His duties as loader were to load and unload the cargo in the aircraft. He was also asked to work as Cargo Assistant. At present Singapore Airlines is operating six flights from Madras to Singapore. The Petitioner was denied employment w.e.f. 17-4-95. He had completed 240 days of continuous service in a period of 12 calendar months preceding the date of his termination from service. The action of the II Party/Management Singapore Airlines (hereinafter refers to as Respondent) amounts to retrenchment. The Respondent has not paid the Petitioner retrenchment compensation and as such, such termination is bad for non-compliance of Section 25F of Industrial Disputes Act, 1947. The Petitioner was not given any notice in writing or wages in lieu of notice. The Respondent had recruited fresh hands and maintained his juniors in service. As such, the action of the Respondent is in Violation of Section 25G and 25H of the Industrial Disputes Act, 1947. The Respondent has not issued any charge sheet nor conducted any enquiry before terminating the Petitioner. The working hours of the Petitioner under the Respondent was from 7.00 p.m. to 3.00 a.m. in the following day. On the days when the flights were delayed, the Petitioner was asked to work over-time and also paid over-time wages. Tuesday was the weekly off and the Petitioner was paid wages for that day also. The Respondent paid the Petitioner monthly wages. The Petitioner had signed the attendance register maintained by the Respondent. The signature of the Petitioner was obtained by the Respondent in the wage register maintained by them for payment of wages. All these documents to establish that the Petitioner had rendered continuous service without break. His last drawn wages was Rs. 32 per day and the wages was paid on monthly basis. The action of the Respondent amounts to victimisation, colourable exercise of power, mala fide, unfair labour practice, contrary to the provisions of the Industrial Disputes Act, 1947 and is illegal. The action of the Respondent in striking the name of the Petitioner from the muster roll amounts to retrenchment/termination. In spite of several requests made, by the Petitioner, the Respondent did not provide the Petitioner employment. Hence, the Petitioner raised an industrial dispute before the Assistant Labour Commissioner (Central), Madras, which ended in a failure and ultimately the Govt. has referred this dispute to this Tribunal for adjudication. Hence, it is prayed that this Hon'ble Tribunal may be pleased to pass an award holding the non-employment of the Petitioner w.e.f. 17-4-1995 is not justified and consequently, direct the Respondent to reinstate the Petitioner as a permanent employee with back wages, continuity of service and other attendant benefits.

3. The averments in the Counter Statement filed by the II Party/Management, Singapore Airlines (hereinafter refers to as Respondent) are briefly as follows:—

A Ground Handling Agreement was entered into between M/s. Singapore Airlines and Air India in the year 1988, which was renewed from time to time. The 1915 GI/02—39

Annexure B clause 4.2 of the agreement states that M/s. Air India, the handling company shall provide service personnel for handling baggage in the respondent's aircrafts. Under above agreement, the Respondent is only referred to as the 'Carrier' and Air India as 'Handling Company'. Occasionally, when there are over-crowding of passengers or arrival of baggage and if a personnel provided by Air India for handling baggage failed to report in time or as absent, the Respondent will engage Casual Labourers purely on temporary basis for clearance of baggage, which will amount to an implied contractual engagement. Neither the Petitioner/Workman nor similarly placed persons claiming employment with the Respondent have ever been engaged on regular basis. The Respondent does not maintain any records relating to temporary/casual engagements, since such engagements arise occasionally. Such temporary engagement of Casual Labourers by the Respondent occasionally will not vest any right on the Petitioner/Workman to claim benefits under Industrial Disputes Act, 1947 alleging contravention of Section 25F of the said Act. Temporary, contractual engagements of Casual Labourers if at all will only fall within the ambit of Section 2(cc)/(bb) of the Industrial Disputes Act, 1947, which is an exception to retrenchment. Hence, the non-employment of the Petitioner/Workman did not amount to retrenchment and he cannot claim any relief from the Respondent/Management under Industrial Disputes Act, much less retrenchment compensation or re-employment. Inasmuch as, personnel for handling baggage for the aircrafts are provided by Air India, the Respondent/Management is not liable to give employment to the Petitioner. Neither the Petitioner nor similarly placed persons before the authority were engaged in any vacancy or post. There is no vacancy or post available with the Respondent to offer employment to the Petitioner/Workman. The claim of the Petitioner/Workman is stale barred by laches and as such, the Petitioner is not entitled to seek benefits under Industrial Disputes Act from the Respondent herein. The Petitioner was not engaged by the Respondent/Management as a loader w.e.f. 1-10-1992. There is no nexus of employee and employer relationship between the Petitioner and the management. In the absence of any positive proof for the relationship between the Petitioner and the Respondent/Management as employee and employer, the Petitioner cannot maintain this industrial dispute alleging non-employment. Hence, it is liable to be dismissed. The Petitioner was engaged purely on a temporary basis, casual to meet the exigencies which will amount to an implied contract at the best. Hence, such engagement falls within the definition of Section 2(cc)/(bb) of Industrial Disputes Act, 1947 and the question of illegal termination does not arise much less retrenchment. The Petitioner has come forward with this Claim Statement alleging non-employment within an ulterior motive and mala fide intention only to harass the Respondent for seeking monetary benefits. The alleged non-compliance of Section 25F, 25G and 25H of the Industrial Disputes Act, 1947 are all untenable and cannot be sustained. The question of issuing charge sheet and conducting enquiry will not arise to the facts of this case. The averments of the Petitioner that he worked from 7.00 p.m. to next day 3.00 a.m. and he was paid over-time wages, when he was asked to work over-time and that he was given weekly off on Tuesday with wages and he was

paid monthly wages are all denied as false. The Respondent/Management does not maintain any attendance register or wage register for persons other than its permanent employees. The averment of the Petitioner that he had rendered continuous service without any break is denied. The allegation of the Petitioner that he was paid Rs. 32 per day as wages clearly proves that he was a Casual Labour engaged to meet exigencies temporarily. The claim of the Petitioner is ill-founded, misconceived, untenable and consequently, the Petitioner is not entitled to any relief much less, reinstatement in service, back wages, continuity of service and attendant benefits. Hence, it is prayed that this industrial dispute raised by the Petitioner may be dismissed.

4. The Petitioner has filed a reply statement. The averments in the reply statement are briefly as follows:—

The Petitioner is not aware of any contract or agreement between Air India and the Respondent. In any event, the Petitioner was continuously working without any break and he was getting salary from the Respondent directly. The Respondent has not informed the authorities and the Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981 and Rule 6 made thereunder. It is incorrect to state that there are vacancies or posts available with the Respondent to offer employment to the Petitioner. The delay in approaching Labour Court is not fatal as it is decided by the Madras High Court in a case reported as 1999 3 LLN 293 **CHERAN TRANSPORT CORPORATION's** case. There exists master and servant relationship. The Petitioner is entitled to the relief as prayed for.

5. When the matter was taken up for enquiry, the Petitioner has chosen to examine himself as WW1 and has marked eight documents as Ex. W1 Series (1 to 8). On the side of the Respondent/Management one common witness has been examined as MW1 and two documents have been marked as Ex. M1 and M2. The learned counsel on either side have advanced their respective arguments.

6. The point for my consideration is—

“Whether the action of the management of Singapore Airlines, Chennai, in denying employment to Sri G. Baskran w.e.f. 17-4-95 is justified or not? If not, to what relief the workman is entitled?”

Point:—

It is the case of the Petitioner that he joined the services of the Singapore Airlines as a loader on 1-10-92 and he was illegally denied employment w.e.f. 17-4-95 and that he had completed 240 days of continuous service in the period of 12 calendar months preceding the date of illegal termination and that he was not paid retrenchment compensation and he was not given any notice in writing or wages in lieu of notice and hence such termination is bad for non-compliance of Section 25F of Industrial Disputes Act. The Respondent/Management would contend that a ground handling agreement was entered into between the Respondent and the Air India in the year 1988 which was renewed from time to time and that M/s. Air India, the Handling Company, shall provide service personnel for handling baggage in the Respondent's Aircraft and that occasionally when there are overcrowding of passengers or arrival of baggage and if personnel provided by the Air India for handling

baggage failed to report in time or absent, the Respondent will engage Casual Labourers purely on temporary basis for clearance of baggage which would amount to an implied contractual engagement and hence, the workman like Petitioner have never been engaged on a regular basis and such temporary engagement of Casual Labourers by the Respondent occasionally will not vest any right on the Petitioner/Workman to claim benefits under Industrial Disputes Act alleging contraventions of Section 25F of Industrial Disputes Act. It is further alleged that the non-employment of the Petitioner/Workman did not amount to retrenchment and he cannot claim any relief from the management under the Industrial Disputes Act much less retrenchment compensation or re-employment. The Petitioner has examined himself as WW1 and has marked eight documents, temporary passes each issued for a period of three months, as Ex. W1 series. On the side of the Respondent, Assistant Station Manager in the Management/Management has been examined as MW1 and two documents have been marked as Ex. M1 and M2 as Standard Ground Handling Agreement between the Respondent and the Air India. The xerox copy of one such agreement for the period 1990 to 1992 is Ex. M1 and the xerox copy of another agreement valid from 1-4-88 is Ex. M2. It is the evidence of WW1 that he worked continuously from 1-10-92 to 17-4-95. In the cross examination he has admitted that Singapore Airlines did not give him appointment order and he cannot say for how many days he worked in Singapore Airlines on the daily wages of Rs. 32. In the Claim Statement also the Petitioner has not given any particulars about the days he worked under Respondent/Management as a loader or as a baggage identifier or as a workman attending the pick up counter as counter assistant. He has simply stated in his Claim Statement that he had completed 240 days of continuous service in the period of 12 calendar months preceding the date of illegal termination. Except filing Ex. W1 series, the Xerox copies of temporary passes issued to him by the Bureau of Civil Aviation Security for the period mentioned therein, the petitioner has not proved his plea about his alleged period of service under the respondent. It is his admission that for attending the work as a loader in the Madras Airport, the Deputy Commissioner of Police, Security and Anti Hijacking had issued Ex. W1 temporary passes for the period contained therein. For his evidence that he worked continuously for a period of two years and five months under the Respondent/Management and for his plea in the Claim Statement that he had completed 240 days of continuous service in a period of 12 calendar months preceding the date of termination, no substantial evidence has been given by the Petitioner in this case. It is the specific evidence of MW1 and the plea of the Respondent in the Counter Statement that the persons like the Petitioner were engaged by the Respondent, Singapore Airlines as Casual Labourers purely on temporary basis for clearance of baggage as and when occasion arises. It is the further evidence of MW1 that the Respondent/Management used to engage Casual Labourers on daily wage basis at the time of heavy arrivals and departures of flights and such employment they used to make on temporary basis and they never used to engage them continuously for a period of 240 days in 12 calendar months. So from these available evidences, it can be said that the allegation of the Petitioner that he had worked for 240 days continuously immediately preceding the date

of his non-employment, has not been established. Thus, the Petitioner/Workman has not discharged his burden, though the onus is on him to prove that he had worked 240 days continuously. The Respondent also in their Counter Statement para 7 has stated that the Respondent/Management emphatically denies that the Petitioner has completed 240 days of continuous service in a period of 12 calendar months. The learned counsel for the Respondent had also argued that the Petitioner has failed to prove with acceptable legal evidence that he had worked for 240 days in a period of 12 calendar months immediately preceding his date of non-employment. Hence, he cannot ask for the relief of reinstatement into service as that of a permanent workman. He had also relied upon a decision of Supreme Court reported as 2002 Factories Journal Report Vol. 100 pg. 397 between Range Forest Officer and S. T. Hadimani. In that case the Supreme Court has held that "since the claim of the workman that he had worked for 240 days was denied by the Management, it is for the workman to lead evidence to show that he had in fact, worked for 240 days and that in the absence of proof of receipt of salary or wages for 240 days or order or record of appointment or engagement for that period, it cannot be concluded that the workman had in fact, worked for 240 days and the onus is on the workman to prove the claim with sufficient records and mere an affidavit is not sufficient". The decision of the Supreme Court in this case is quite applicable to the present case also. From the decision of the Supreme Court in the above mentioned case, it is seen that the contention of the learned counsel for the Petitioner, that the Management has to show that there are justification in termination of service on the ground that the workman had not worked for 240 days, is incorrect. So, under such circumstances, it cannot be said that the Petitioner can claim reinstatement in service as permanent employee with back wages and continuity of service and as contended by the Respondent/Management the Petitioner/Workman cannot claim benefits under Industrial Disputes Act, alleging contravention of Section 25F by the Respondent/Management.

7. The learned counsel for the Respondent/Management had argued that it is the definite stand of the Respondent/Management in their Counter Statement that under the ground handling agreements like Ex. M1 and M2, Air India, the Handling Company, shall provide service personnel for handling baggage in the Respondent's aircraft and occasionally when there are over crowding of passengers or arrival of baggage and if personnel provided by Air India for handling baggage failed to report in time or are absent, the Respondent will engage Casual Labourers like the Petitioner purely on temporary basis for clearance of baggage and the said agreement between with Air India by the Respondent Airlines is not disputed and that these employees like the Petitioner were not supplied as service personnel by Air India under Ground Handling Agreement, but they were engaged on casual basis at the time of such exigency arises occasionally. This has not been disputed or denied by the Petitioner in the reply statement also. So, under such circumstances, the plea of the Petitioner, that he must be reinstated in service as a permanent employee with back wages by the Respondent, cannot be accepted as a valid claim.

8. The learned counsel for the Petitioner would argue that some juniors to this Petitioner have been retained by the Respondent/Management and it is a clear discrimination of the Respondent/Management in denying employment for the Petitioner and it is against the provisions of Industrial Disputes Act. He would further contend that Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981 is applicable to the Petitioner and as per the provision of that Act, if a workman works for 480 days for 24 calendar months, he can attain permanent status and under section 9 of that Act, by a notification the State Government has got the power to exempt certain establishment and the State Government has by its notification exempted Khadi Department and Railways and this establishment of the Respondent can squarely come under sec. 2(3)(c) of that Act. Therefore, the Petitioner ought to have been conferred permanent status and the non-employment of the Petitioner without any prior notice or any reason whatsoever amounts to termination of service of the workman, since it cannot be considered as a punishment inflicted on him by way of disciplinary action and this action will squarely come under Section 2(oo) of Industrial Disputes Act. Hence, the action of the management in denying employment to the Petitioner w.e.f. 17-4-1995 is unjustified. For which, the learned counsel for the Respondent would argue that the argument advanced by the learned counsel for the Petitioner quoting the provisions of Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, cannot be accepted because in the Claim Statement no such plea has been taken by the Petitioner and only in the reply statement, the Petitioner has stated that the Respondent has not informed the authorities under the Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act under Rule 6 made thereunder and further the said Act does not applicable to this case and the Petitioner has not pleaded specifically about the alleged non-compliance of the provisions of the Tamil Nadu Act by the Respondent/Management in the pleadings. So, it cannot be taken into consideration, since nowhere in the Claim Statement or reply statement, the petitioner has pleaded that the Respondent has not stated that they had displayed in the notice board, the required particulars of that Act and hence the conferment of permanent status is applicable to him. It is decided by the High Court of Madras in a case reported as 2001 4 LLN 903 that "the allegation which was not pleaded and even if evidence is adduced in that regard cannot be examined because the other side had no notice of it and if such evidence is entertained it would tantamount to granting unfair advantage to the party who had not pleaded his case properly". So, from this it is seen that the argument advanced by the learned counsel for the Petitioner in respect of Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981 as applicable to this case cannot be accepted as correct. Further, there is no evidence to show in this case on the side of the Petitioner that his juniors have been retained by the Respondent/Management in service. Further, as argued by the learned counsel for the Respondent/Management, there is nothing on record to show that the people like this Petitioner had approached the

concerned authority and obtained permanent status on the basis of their establishing the fact of continuous work in the Respondent/Management. So, from all these things, it is seen that the Petitioner cannot ask for reinstatement in service. From the available evidence, it is seen that the Petitioner was engaged only as a casual workman by the Respondent/Management as and when occasion arises. So by the very nature of the employment of the Petitioner, he has no assurance that he would be employed by the Respondent/Management for any specified duration. The persons like Petitioner temporary employment could not be for any period for which they can look forward to assured work from the employer. It is held by the High Court of Madras in a case reported as 2001 3 LLN 807 between L & T McNEIL Ltd. Madras and Presiding Officer, Madras Labour Court and Another that "casual workmen have only to report each day and hope that employment would be provided to them on that day. Their not going to the place of employer will not result in any penalty as they are not assured of work daily. This kind of employment, therefore, cannot be treated on par with the temporary and permanent employment. The employers are not bound to provide work to casual workmen unless they choose to and there is work for the day. Directing reinstatement of casual workman who had worked as such, for a relatively short period of time, would only mean that their names would once again be included in the list of casual workmen putting them in the same position they were earlier, where they would only report for the employment with the hope being providing with the work and no more." This observation of the High Court of Madras in the above cited case is applicable to the facts of this case also.

9. The learned counsel for the Respondent/Management had argued that the Petitioner/Workman for the above mentioned reasons cannot be given reinstatement in service and the question of payment of retrenchment compensation does not arise, since the Petitioner has not established that he had worked for a continuous period of 240 days in 12 calendar months immediately prior to his non-employment. On the basis of the available materials in this case, the argument advanced by the learned counsel for the Respondent/Management can be accepted as correct. Under such circumstances, it can be concluded that the action of the Respondent/Management, Singapore Airlines, Chennai, in denying employment to the Petitioner/Workman Sri G. Baskaran w.e.f. 17-4-1995 is justified and hence the concerned workman is not entitled to any relief. Thus, the point is answered accordingly.

10. In the result, an Award is passed holding that the I Party Workman Sri G. Baskaran is not entitled for any relief. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 24th May, 2002).

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :

For the I Party/Workman

WW1 Shri G. Baskaran

For the II Party/Management

MW1 Shri R. Srinivasan

Exhibits marked :

For the I Party/Workman :

Ex. No.	Date	Description
W1 (1)	01-10-92	Xerox copy of the temporary pass for five days issued to the Petitioner by the Dy. Commissioner of Police, Security & Anti Hijacking, Madras Airport.
(2)	09-10-92	Xerox copy of the temporary pass for three months upto 8-1-93 issued to the Petitioner by the Dy. Commissioner of Police, Security & Anti Hijacking, Madras Airport.
(2)	13-01-93	Xerox copy of the temporary pass for three months upto 12-4-93 issued to the Petitioner by the Dy. Commissioner of Police, Security & Anti Hijacking, Madras Airport.
(4)	10-07-93	Xerox copy of the temporary pass for three months upto 10-10-93 issued to the Petitioner by the Dy. Commissioner of Police, Security & Anti Hijacking, Madras Airport.
(5)	11-10-93	Xerox copy of the temporary pass for three months upto 10-01-94 issued to the Petitioner by the Dy. Commissioner of Police, Security & Anti Hijacking, Madras Airport.
(6)	10-01-94	Xerox copy of the temporary pass for three months upto 09-04-94 issued to the Petitioner by the Dy. Commissioner of Police, Security & Anti Hijacking, Madras Airport.
(7)	13-07-94	Xerox copy of the temporary pass for three months upto 12-10-94 issued to the Petitioner by the Dy. Commissioner of Police, Security & Anti Hijacking, Madras Airport.
(8)	18-01-95	Xerox copy of the temporary pass for three months upto 17-04-95 issued to the Petitioner by the Dy. Commissioner of Police, Security & Anti Hijacking, Madras Airport.

For the II Party/Management :

M1	08-09-94	Xerox copy of the Standard Ground Handling Agreement entered into by the Respondent/Management with the Air India.
M2	Nil	Xerox copy of the Ground Handling agreement valid from 1-4-88 as Annexure B-4.1.1.

नई दिल्ली, 11 जून, 2002

का.आ. 2176.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में सिंगापुर एयरलाइंस के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाट (संवर्ध संख्या 107/2001टी. एन. आई. जी. 61/99) का प्रकाशित करती है, जो केन्द्रीय सरकार को 5-6-2002 को प्राप्त हुआ था।

[फा सं. .एल-11012/87/98-आई.आर. (सी-1)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 11th June, 2002

S.O. 2176.—In pursuance of Section 17 of the Industrial Disputes Act, 1949 (14 of 1949), the Central Government hereby publishes the award (Ref. No. 107/2001 TNID 6/99) of the Central Government Industrial Tribunal/Labour Court Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Singapore Airlines and their workman, which was received by the Central Government on 5-6-2002.

[F. No. L-11012/87/98-IR(C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Friday, the 24th May, 2002

PRESENT :

K. Karthikeyan, Presiding Officer.

Industrial Dispute No. 107/2001

(Tamil Nadu State Industrial Tribunal

I.D. No. 61/99)

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri G. Vetrivel and the Management of Singapore Airlines, Chennai.)

BETWEEN

Sri G. Vetrivel

: I Party/Workman.

AND

The Station Master,

Singapore Airlines, Chennai.

: II Party/Management.

APPEARANCE:

For the Workman : Shri S. Vaidyanathan & W. T. Prabhakar, Advocates.

For the Management : M/s. King & Patridge Advocates.

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947), have referred the concerned dispute for adjudication vide Order No. L-11012/87/98/IR(C-I) dated 30-3-1999.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai where it was taken on file as I.D. No. 61/99. When the matter was pending enquiry in that Tribunal, as per the orders of the Central Government, Ministry of Labour this case has also been transferred from the file of Tamil Nadu State Industrial Tribunal to this Tribunal for adjudication. On receipt of records from that Tamil Nadu State Industrial Tribunal, this case has been taken on file as I. D. No. 107/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 31-1-2001 with their respective parties and to prosecute this case further. Accordingly, the learned counsel on either side along with their respective parties have appeared and prosecuted this case. The Claim Statement of the I Party/Workman, Counter Statement of the II Party/Management and the reply statement for the I Party/Workman were filed, when this matter was pending before the Tamil Nadu State Industrial Tribunal itself.

When the matter came up before me for final hearing on 3-4-2002, upon perusing the Claim Statement, Counter Statement, the reply statement, the other material papers on record, the oral and documentary evidence let in on either side, after hearing the arguments advanced by the learned counsel on either side, and this matter having stood over till this date for consideration, this Tribunal has passed the following:—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows :—

“Whether the action of the management of Singapore Airlines, Chennai, in denying employment to Sri G. Vetrivel w.e.f. 2-4-1995 is justified or not? If not, to what relief the workman is entitled?”

2. The averments in the Claim Statement filed by the I Party/Workman Sri G. Vetrivel (hereafter refers to as Petitioner) are briefly as follows :—

The Petitioner joined the services of the Singapore Airlines as a loader on 17-3-94. His duties were to load and unload the baggage in the aircraft. He was also asked to work as baggage identification staff. Apart from these work, the Petitioner had attended to the work of counter assistant and other odd duties by supplying coffee to the officials and arranging stand for the passenger to board the aircraft. At present, Singapore Airlines is operating seven flights from Madras to Singapore. The Petitioner was denied employment w.e.f. 2-4-95. He had completed 240 days of continuous service in a period of 12 calendar months preceding the date of his termination from service. The action of the II Party/Management

Singapore Airlines (hereinafter refers to as Respondent) amounts to retrenchment. The Respondent has not paid the Petitioner retrenchment compensation and as such, such termination is bad for non-compliance of Section 25F of Industrial Disputes Act, 1947. The Petitioner was not given any notice in writing or wages in lieu of notice. The Respondent had recruited fresh hands and maintained his juniors in service. As such, the action of the Respondent is in violation of Section 25G and H of the Industrial Disputes Act, 1947. The Respondent has not issued any charge sheet nor conducted any enquiry before terminating the Petitioner. The working hours of the Petitioner under the Respondent was from 7.00 pm to 3.00 am in the following day. On the days when the flights were delayed, the Petitioner was asked to work over-time and was also paid over-time wages Tuesday was the weekly off and the Petitioner was paid wages for that day also. The Respondent paid the Petitioner monthly wages. The Petitioner had signed the attendance register maintained by the Respondent. The signature of the Petitioner was obtained by the Respondent in the wage register maintained by them for payment of wages. All these documents to establish that the Petitioner had rendered continuous service without break. His last drawn wages was Rs. 27 per day and the wages was paid on monthly basis. The action of the Respondent amounts to victimisation, colourable exercise of power, mala fide, unfair labour practice, contrary to the provisions of the Industrial Disputes Act, 1947 and is illegal. The action of the Respondent in striking the name of the Petitioner from the muster-roll amounts to retrenchment/termination. In spite of several requests made by the Petitioner, the Respondent did not provide the Petitioner employment. Hence, the Petitioner raised an industrial dispute before the Assistant Labour Commissioner (Central) Madras, which ended in a failure and ultimately the Govt. has referred this dispute to this Tribunal for adjudication. Hence, it is prayed that this Hon'ble Tribunal may be pleased to pass an award holding the non-employment of the Petitioner w.e.f. 2-4-1995 is not justified and consequently, direct the Respondent to reinstate the Petitioner as a permanent employee with back wages, continuity of service and other attendant benefits.

3. The averments in the Counter Statement filed by the II Party/Management, Singapore Airlines (hereinafter refers to as Respondent) are briefly as follows:

A Ground Handling Agreement was entered into between M/s. Singapore Airlines and Air India in the year 1988, which was renewed from time to time. The Annexure B clause 4.2 of the agreement states that M/s. Air India, the handling company shall provide service personnel for handling baggage in the Respondent's aircrafts. Under above agreement, the Respondent is only referred to as the 'Carrier' and Air India as 'Handling Company'. Occasionally, when there are over crowding of passengers or arrival of baggage and if a personnel provided by Air India for handling baggage failed to report in time or as absent, the Respondent will engage Casual Labourers purely on temporary basis for clearance of baggage, which will amount to an implied contractual engagement. Neither the Petitioner/Workman nor similarly placed persons claiming employment with the Respondent have ever been engaged on regular basis. The Respondent

does not maintain any records relating to temporary/casual engagements, since such engagements arise occasionally. Such temporary engagement or Casual Labourers by the Respondent occasionally will not vest any right on the Petitioner/Workman to claim benefits under Industrial Disputes Act, 1947 alleging contravention of Section 25F of the said Act. Temporary, contractual engagements of Casual Labourers if at all will only fall within the ambit of Section 2(cc)(bb) of the Industrial Disputes Act, 1947, which is an exception to retrenchment. Hence, the non-employment of the Petitioner/Workman did not amount to retrenchment and he cannot claim any relief from the Respondent/Management under Industrial Disputes Act, much less retrenchment compensation or re-employment. Inasmuch as, personnel for handling baggage for the aircrafts are provided by Air India, the Respondent/Management is not liable to give employment to the Petitioner. Neither the Petitioner nor similarly placed persons before the authority were engaged in any vacancy or post. There is no vacancy or post available with the Respondent to offer employment to the Petitioner/Workman. The claim of the Petitioner/Workman is stale barred by laches and as such, the Petitioner is not entitled to seek benefits under Industrial Disputes Act from the Respondent herein. The Petitioner was not engaged by the Respondent/Management as a loader w.e.f. 17-3-94. There is no nexus of employee and employer relationship between the Petitioner and the management. In the absence of any positive proof for the relationship between the Petitioner and the Respondent/Management as employee and employer, the Petitioner cannot maintain this industrial dispute alleging non-employment. Hence, it is liable to be dismissed. The Petitioner was engaged purely on a temporary basis, casual to meet the exigencies which will amount to an implied contract at the best. Hence, such engagement falls within the definition of Section 2(cc)(bb) of Industrial Disputes Act, 1947 and the question of illegal termination does not arise much less retrenchment. The Petitioner has come forward with this Claim Statement alleging non-employment with an ulterior motive and mala fide intention only to harass the Respondent for seeking monetary benefits. The alleged non-compliance of Sections 25F, 25G and 25H of the Industrial Disputes Act, 1947 are all untenable and cannot be sustained. The question of issuing charge sheet and conducting enquiry will not arise to the facts of this case. The averments of the Petitioner that he worked from 7.00 pm to next day 3.00 a.m. and he was paid over-time wages, when he was asked to work over-time and that he was given weekly off on Tuesday with wages and he was paid monthly wages are all denied as false. The Respondent/Management does not maintain any attendance register or wage register for persons other than its permanent employees. The averment of the Petitioner that he had rendered continuous service without any break is denied. The allegation of the Petitioner that he was paid Rs. 27 per day as wages clearly proves that he was a Casual Labour engaged to meet exigencies temporarily. The claim of the Petitioner is ill-founded, misconceived, untenable and consequently, the Petitioner is not entitled to any relief much less, reinstatement in service, back wages, continuity of service and attendant benefits. Hence, it is prayed that this industrial dispute raised by the Petitioner may be dismissed.

4. The Petitioner has filed a reply statement. The averments in the reply statement are briefly as follows :—

The Petitioner is not aware of any contract or agreement between Air India and the Respondent. In any event, the Petitioner was continuously working without any break and he was getting salary from the Respondent directly. The Respondent has not informed the authorities and the Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981 and Rule 6 made thereunder. It is incorrect to state that there are vacancies or posts available with the Respondent to offer employment to the Petitioner. The delay in approaching Labour Court is not fatal as it is decided by the Madras High Court in a case reported as 1999 3 LIN 293 Cheran Transport Corporation's case. There exists master and servant relationship. The Petitioner is entitled to the relief as prayed for.

5. When the matter was taken up for enquiry, the Petitioner has chosen to examine himself as WW1 and has marked two documents as Ex. W1 Series (1 and 2). On the side of the Respondent Management one common witness has been examined as MW1 and two documents have been marked as Ex. M1 and M2. The learned counsel on either side have advanced their respective arguments.

6. The point for my consideration is—

"Whether the action of the management of Singapore Airlines, Chennai, in denying employment to Sri G. Vetrivel w.e.f. 2-4-95 is justified or not? If not, to what relief the workman is entitled?"

Point :—

It is the case of the Petitioner that he joined the services of the Singapore Airlines as a loader on 17-3-94 and he was illegally denied employment w.e.f. 2-4-95 and that he had completed 240 days of continuous service in the period of 12 calendar months preceding the date of illegal termination and that he was not paid retrenchment compensation and he was not given any notice in writing or wages in lieu of notice and hence such termination is bad for non-compliance of Section 25F of Industrial Disputes Act. The Respondent Management would contend that a ground handling agreement was entered into between the Respondent and the Air India in the year 1988 which was renewed from time to time and that M/s. Air India, the Handling Company shall provide service personnel for handling baggage in the Respondent's Aircraft and that occasionally when there are over crowding of passengers or arrival of baggage and if personnel provided by the Air India for handling baggage failed to report in time or absent, the Respondent will engage Casual Labourers purely on temporary basis for clearance of baggage which would amount to an implied contractual engagement and hence, the workman like Petitioner have never been engaged on a regular basis and such temporary engagement of Casual Labourers by the Respondent occasionally will not vest and right on

the Petitioner/Workman to claim benefits under Industrial Disputes Act alleging contravention of Section 25F of Industrial Disputes Act. It is further alleged that the non-employment of the Petitioner/Workman did not amount to retrenchment and he cannot claim any relief from the management under the Industrial Disputes Act much less retrenchment compensation or re-employment. The Petitioner has examined himself as WW1 and has marked two documents, temporary passes each issued for a period of three months, as Ex. W1 series. On the side of the Management, Assistant Station Manager in the Respondent Management has been examined as MW1 and two documents have been marked as Ex. M1 and M2 as Standard Ground Handling Agreement between the Respondent and the Air India. The xerox copy of one such agreement for the period 1990 to 1992 is Ex. M1 and the xerox copy of another agreement valid from 1-4-88 is Ex. M2. It is the evidence of WW1 that he worked continuously from 17-3-94 to 2-4-95. In the cross examination he has admitted that Singapore Airlines did not give him appointment order and he cannot say for how many days he worked in Singapore Airlines on the daily wages of Rs. 27. In the Claim Statement also the Petitioner has not given any particulars about the days he worked under Respondent Management as a loader or as a baggage identifier or as a workman attending the pick up counter as counter assistant. He has simply stated in his Claim Statement that he had completed 240 days of continuous service in the period of 12 calendar months preceding the date of illegal termination. Except filing Ex. W1 series, the xerox copies of temporary passes issued to him by the Bureau of Civil Aviation Security for the period of 22-3-94 to 17-6-94 and 16-6-94 to 15-9-94, the petitioner has not proved his plea about his alleged period of service under the respondent. It is his admission that for attending the work as a loader in the Madras Airport, the Deputy Commissioner of Police, Security and Anti Hijacking had issued Ex. W1 temporary passes, each for a period of three months. For his evidence that he worked continuously for a period from 17-3-94 to 2-4-95 under the Respondent Management and for his plea in the Claim Statement that he had completed 240 days of continuous service in a period of 12 calendar months preceding the date of termination, no substantial evidence is given by the Petitioner in this case. It is the specific evidence of MW1 and the plea of the Respondent in the Counter Statement that the persons like the Petitioner were engaged by the Respondent, Singapore Airlines as Casual Labourers purely on temporary basis for clearance of baggage as and when occasion arises. It is the further evidence of MW1 that the Respondent Management used to engage Casual Labourers on daily basis at the time of heavy arrivals and departures of flights and such employment they used to make on temporary basis and they never used to engage them continuously for a period of 240 days in 12 calendar months. So from these available evidences, it can be said that the allegation of the Petitioner that he had worked for 240 days continuously immediately preceding the date of his non-employment, has not been established. Thus, the Petitioner/Workman has not discharged his burden, though the onus is on him to prove that he had worked 240 days continuously. The Respondent

also in their Counter Statement para 7 has stated that the Respondent Management emphatically denies that the Petitioner has completed 240 days of continuous service in a period of 12 calendar months. The learned counsel for the Respondent had also argued that the Petitioner has failed to prove with acceptable legal evidence that he had worked for 240 days in a period of 12 calendar months immediately preceding his date of non-employment. Hence, he cannot ask for the relief of reinstatement into service as that of a permanent workman. He had also relied upon a decision of Supreme Court reported as 2002 FACTORIES JOURNAL REPORT Vol. 100 page 397 between RANGE FOREST OFFICER and S. T. HADIMANI. In that case the Supreme Court has held that "since the claim of the workman that he had worked for 240 days was denied by the Management, it is for the workman to lead evidence to show that he had in fact, worked for 240 days and that in the absence of proof of receipt of salary or wages for 240 days or order or record of appointment or engagement for that period, it cannot be concluded that the workman had in fact, worked for 240 days and the onus is on the workman to prove the claim with sufficient records and mere an affidavit is not sufficient." The decision of the Supreme Court in this case is quite applicable to the present case also. From the decision of the Supreme Court in the above mentioned case, it is seen that the contention of the learned counsel for the Petitioner, that the Management has to show that there are justification in termination of service on the ground that the workman had not worked for 240 days, is incorrect. So, under such circumstances, it cannot be said that the Petitioner can claim reinstatement in service as permanent employee with back wages and continuity of service and as contended by the Respondent Management the Petitioner/Workman cannot claim benefits under Industrial Disputes Act, alleging contravention of Section 25F by the Respondent Management.

7. The learned counsel for the Respondent Management had argued that it is the definite stand of the Respondent Management in their Counter Statement that under the ground handling agreements like Ex. M1 and M2 Air India, the Handling Company, shall provide service personnel for handling baggage in the Respondent's aircraft and occasionally when there are over crowding of passengers or arrival of baggage and if personnel provided by Air India for handling baggage failed to report in time or are absent, the Respondent will engage Casual Labourers like the Petitioner purely on temporary basis for clearance of baggage and the said agreement between with Air India by the Respondent Airlines is not disputed and that these employees like the Petitioner were not supplied as service personnel by Air India under Ground Handling Agreement, but they were engaged on casual basis at the time of such exigency arises occasionally. This has not been disputed or denied by the Petitioner in the reply statement also. So, under such circumstances, the plea of the Petitioner, that he must be reinstated in service as a permanent employee with back wages by the Respondent, cannot be accepted as a valid claim.

8. The learned counsel for the Petitioner would argue that some juniors to this Petitioner have been

retained by the Respondent Management and it is a clear discrimination of the Respondent Management in denying employment for the Petitioner and it is against the provisions of Industrial Disputes Act. He would further contend that Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981 is applicable to the Petitioner and as per the provision of that Act, if a workman works for 480 days for 24 calendar months, he can attain permanent status and under Section 9 of that Act, by a notification the State Govt. has got the power to exempt certain establishment and the State Govt. has by its notification exempted Khadi Department and Railways and this establishment of the Respondent can squarely come under Sec. 2(3)(c) of that Act. Therefore, the Petitioner ought to have been conferred permanent status and the non-employment of the Petitioner without any prior notice or any reason whatsoever amounts to termination of service of the workman, since it cannot be considered as a punishment inflicted on him by way of disciplinary action and this action will squarely come under Section 2(oo) of Industrial Disputes Act. Hence, the action of the management in denying employment to the Petitioner w.e.f. 2-4-1995 is unjustified. For which, the learned counsel for the Respondent would argue that the argument advanced by the learned counsel for the Petitioner quoting the provisions of Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, cannot be accepted because in the Claim Statement no such plea has been taken by the Petitioner and only to the reply statement, the Petitioner has stated that the Respondent has not informed the authorities under the Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act under Rule 6 made thereunder and further the said Act does not applicable to this case and the Petitioner has not pleaded specifically about the alleged non-compliance of the provision of the Tamil Nadu Act by the Respondent Management in the pleadings. So, it cannot be taken into consideration, since nowhere in the Claim Statement or reply statement, the petitioner has pleaded that the Respondent has not stated that they had displayed in the notice board, the required particulars of that Act and hence the conferment of permanent status is applicable to him. It is decided by the High Court of Madras in a case reported as 2001 4 LLN 903 that "the allegation which was not pleaded and even if evidence is adduced in that regard cannot be examined because the other side had no notice of it and if such evidence is entertained it would tantamount to granting unfair advantage to the party who had not pleaded his case properly". So, from this it is seen that the argument advanced by the learned counsel for the Petitioner in respect of Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981 as applicable to this case cannot be accepted as correct. Further, there is no evidence to show in this case on the side of the Petitioner that his juniors have been retained by the Respondent Management in service. Further, as argued by the learned counsel for the Respondent Management, there is nothing on record to show that the people like this Petitioner had approached the concerned authority and obtained permanent status on the basis of their establishing the fact of continuous work in the Respondent Management. So, from all these things, it is seen that the Petitioner cannot

ask for reinstatement in service. From the available evidence, it is seen that the Petitioner was engaged only as a casual workman by the Respondent Management as and when occasion arises. So by the very nature of the employment of the Petitioner, he has no assurance that he would be employed by the Respondent Management for any specified duration. The persons like Petitioner temporary employment could not be for any period for which they can look forward to assured work from the employer. It is held by the High Court of Madras in a case reported as 2001 3 LLN 807 between L & T McNEIL LTD. MADRAS and PRESIDING OFFICER, MADRAS LABOUR COURT AND ANOTHER that "casual workmen have only to report each day and hope that employment would be provided to them on that day. Their not going to the place of employer will not result in any penalty as they are not assured of work daily. This kind of employment, therefore, cannot be treated on par with the temporary and permanent employment. The employers are not bound to provide work to casual workmen unless they choose to and there is work for the day. Directing reinstatement of casual workman who had worked as such, for a relatively short period of time, would only mean that their names would once again be included in the list of casual workmen putting them in the same position they were earlier, where they would only report for the employment with the hope being providing with the work and no more." This observation of the High Court of Madras in the above cited case is applicable to the facts of this case also.

9. The learned counsel for the Respondent Management had argued that the Petitioner Workman for the above mentioned reasons cannot be given reinstatement in service and the question of payment of retrenchment compensation does not arise, since the Petitioner has not established that he had worked for a continuous period of 240 days in 12 calendar months immediately prior to his non-employment. On the basis of the available materials in this case, the argument advanced by the learned counsel for the Respondent Management can be accepted as correct. Under such circumstances, it can be concluded that the action of the Respondent Management, Singapore Airlines, Chennai, in denying employment to the Petitioner Workman Sri G. Vetrivel w.o.f. 2-4-1995 is justified and hence the concerned workman is not entitled to any relief. This the point is answered accordingly.

10. In the result, an Award is passed holding that the I Party Workman Sri G. Vetrivel is not entitled for any relief. No Cost.

(Dictated to the Stenographer, transcribed and typed by him corrected and pronounced by me in the open court on this day the 24th May, 2002.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :

For the I Party/Workman : WW1 Shri G. Vetrivel

For the II Party/Management : MW1 Shri R. Srinivasan

1915 GI/02—40

Exhibits marked :

For the I Party/Workman :

Ex. No.	Date	Description
W1 (1)	22-03-94	Xerox copy of the temporary pass for three months issued to the Petitioner by the Dy. Commissioner of Police, Security & Anti Hijacking, Madras Airport.
(2)	16-06-94	Xerox copy of the temporary pass for three months issued to the Petitioner by the Dy. Commissioner of Police, Security & Anti Hijacking, Madras Airport

For the II Party/Management :

M1	08-09-94	Xerox copy of the Standard Ground Handling Agreement entered into by the Respondent Management with the Air India.
M2	Nil	Xerox copy of the Ground Handling agreement valid from 1-4-88 as Annexure B-4.1.1.

नई दिल्ली, 11 जून, 2002

का.आ. 2177.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार से सिंगापुर एयरलाइंस के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में, निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-चेन्नई के पंचाट [संघर्ष संख्या 106/2001 (सी.टी.एन.-आई.डी. 60/99)] को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-6-02 को प्राप्त हुआ था।

[फा.एल-11012/88/98-आई.आर. (सी-1)]

एस.एस. गुप्ता, अवसर सचिव

New Delhi, the 11th June, 2002

S.O. 2177.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947) the Central Government hereby publishes the award [Ref. No. 106/2001 (CTNID 60/99)] of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s, Singapore Airlines and their workman, which was received by the Central Government on 5-6-2002.

[F. L-11012/88/98-IR (C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Friday, the 24th May, 2002

Present ; K. KARTHIKEYAN,

Presiding Officer

INDUSTRIAL DISPUTE NO. 106/2001

(Tamil Nadu State Industrial Tribunal I.D. No. 60/99)

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) between the Workman Sri K. Raman and the Management of Singapore Airlines Chennai.)

BETWEEN

Sri K Raman : I Party/Workman

AND

The Station Master, : II Party/Management
Singapore Airlines, Chennai

APPEARANCE ;

For the Workman : Sri S. Vaidyanathan and
W. T. Prabhakar,
Advocates

For the Management : M/s. King and Partridge,
Advocate

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of industrial Dispute Act, 1947 (14 of 1947), have referred the concerned dispute for adjudication vide Order No. L- 11012/88/98/IR (C-I) dated 30-3-1999.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal Chennai where it was taken on file as I.D. No. 60/99. When the matter was pending enquiry in that Tribunal, as per the orders of the Central Government, Ministry of Labour this case has also been transferred from the file of Tamil Nadu State Industrial Tribunal to this Tribunal for adjudication. On receipt of records from that Tamil Nadu State Industrial Tribunal this case has been taken on file as I.D. No. 106/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 31-01-2001 with their respective parties and to prosecute this case further. Accordingly, the learned counsel on either side along with their respective parties have appeared and prosecuted this case. The Claim Statement of the I Party/Work-

man, Counter Statement of the II Party/Management and the reply statement for the I Party/Workman were filed, when this matter was pending before the Tamil Nadu State Industrial Tribunal itself.

When the matter came up before me for final hearing on 03-04-2002, upon perusing the Claim Statement Counter Statement, the reply statement, the other material papers on record, the oral and documentary evidence let in on either side, after hearing the arguments advanced by the learned counsel on either side, and this matter having stood over till this date for consideration, this Tribunal has passed the following :—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows:—

“Whether the action of the management of Singapore Airlines Chennai, in denying employment to Sri K. Raman w.e.f. 03-12-1994 is justified or not ? If not, to what relief the workman is entitled ?”

2. The averments in the Claim Statement filed by the I Party/Workman Sri K. Raman (hereinafter refers to as Petitioners) are briefly as follows :—

The Petitioner joined the services of the Singapore Airlines as a loader on 4-9-93. His duties were to load and unload the baggage in the aircraft. He was also asked to work as baggage identification staff. At present Singapore Airlines is operating six flights from Madras to Singapore. The Petitioner was denied employment w.e.f. 3-12-1994. He had completed 240 days of continuous service in a period of 12 calendar months preceding the date of his termination from service. The action of the II Party/Management Singapore Airlines (hereinafter refers to as Respondent) amounts to trenchment. The Respondent has not paid the Petitioner retrenchment compensation and as such, such termination is bad for non-compliance of Section 25F of Industrial Disputes Act, 1947. The Petitioner was not given any notice in writing or wages in lieu of notice. The Respondent had recruited fresh hands and maintained his juniors in service. As such, the action of the Respondent is in violation of Section 25G and H of the Industrial Disputes Act, 1947. The Respondent has not issued any charge sheet nor conducted any enquiry before terminating the Petitioner. The working hours of the Petitioner under the Respondent was from 7.00 pm to 03.00 am in the following day. On the days when the flights were delayed, the Petitioner was asked to work over-time and was also paid over-time wages.

Tuesday was the weekly off and the Petitioner was paid wages for that day also. The Respondent paid the Petitioner monthly wages. The Petitioner had signed the attendance register maintained by the Respondent. The signature of the Petitioner was obtained by the Respondent in the wage register maintained by them for payment of wages. All these documents to establish that the Petitioner had rendered continuous service without break. His last drawn wages was Rs. 27/- per day and the wages was paid on monthly basis. The action of the Respondent amounts to victimisation, colourable exercise of power, mala fide, unfair labour practice, contrary to the provisions of the Industrial Disputes Act, 1947 and is illegal. The action of the Respondent in striking the name of the Petitioner from the muster roll amounts to retrenchment/termination. The Respondent has denied employment to the Petitioner because the Petitioner absented himself on two working days. In fact, the Petitioner had submitted a leave letter on 3-12-94 to Sri Ashwin, Traffic Assistant, Singapore Airlines stating that he was unwell on 1st and 2nd December, 1994. Unfortunately, the Petitioner was denied employment on 3-12-94. In spite of several requests made by the Petitioner, the Respondent did not provide the Petitioner employment. Hence, the Petitioner raised an industrial dispute before the Assistant Labour Commissioner (Central) Madras, which ended in a failure and ultimately the Govt. has referred this dispute to this Tribunal for adjudication. Hence, it is prayed that this Hon'ble Tribunal may be pleased to pass an award holding the non-employment of the Petitioner w.e.f. 3-12-94 is not justified and consequently, direct the Respondent to reinstate the Petitioner as a permanent employee with back wages, continuity of service and other attendant benefits.

3. The averments in the Counter Statement filed by the II Party/Management, Singapore Airlines thereafter refers to as Respondent are briefly as follows :—

A Ground Handling Agreement was entered into between M/s. Singapore Airlines and Air India in the year 1988, which was renewed from time to time. The Annexure B clause 4.2 of the agreement states that M/s. Air India, the handling Company shall provide service personnel for handling baggage in the Respondent's aircrafts. Under above agreement, the Respondent is only referred to as the "Carrier" and Air India as 'Handling Company. Occasionally, when there are over crowding of passengers or arrival of baggage and if a personnel provided by Air India for handling baggage failed to report in time or as

absent, the Respondent will engage Casual Labourers purely on temporary basis for clearance of baggage, which will amount to an implied contractual engagement. Neither the Petitioner/Workman nor similarly placed persons claiming employment with the Respondent have ever been engaged on regular basis. The Respondent does not maintain any records relating to temporary/casual engagements, since such engagements arise occasionally. Such temporary engagement of Casual Labourers by the Respondent occasionally will not vest any right on the Petitioner/Workman to claim benefits under Industrial Disputes Act, 1947, alleging contravention Section 25F of the said Act. Temporary contractual engagements of Casual Labourers if at all will only fall within the ambit of Section 2(00) (bb) of the Industrial Disputes Act, 1947, which is an exception to retrenchment. Hence, the non-employment of the Petitioner/Workman did not amount to retrenchment and he cannot claim any relief from the Respondent/Management under Industrial Disputes Act, much less retrenchment compensation or re-employment. In as much as, personnel for handling baggage for the aircrafts are provided by Air India, the Respondent/Management is not liable to give employment to the Petitioner. Neither the Petitioner nor similarly placed persons before the authority were engaged in any vacancy or post. There is no vacancy or post available with the Respondent to offer employment to the Petitioner/Workman. The claim of the Petitioner/Workman is stale barred by laches and as such, the Petitioner is not entitled to seek benefits under Industrial Disputes Act from the Respondent herein. The Petitioner was not engaged by the Respondent/Management as a loader w.e.f. 4-9-93. There is no nexus of employee and employer relationship between the Petitioner and the management. In the absence of any positive proof for the relationship between the Petitioner and the Respondent/Management as employee and employer, the Petitioner cannot maintain this industrial dispute alleging non-employment. Hence, it is liable to be dismissed. The Petitioner was engaged purely on a temporary basis, casual to meet the exigencies which will amount to an implied contract at the best. Hence, such engagement falls within the definition of Section 2 (oo) (bb) of Industrial Disputes Act, 1947 and the question of illegal termination does not arise much less retrenchment. The Petitioner has come forward with this Claim Statement alleging non-employment with an ulterior motive and mala fide intention only to harass the Respondent for seeking monetary benefits. The alleged non-compliance of Section 25F, 25G and H of the

Industrial Dispute Act, 1947 are all untenable and cannot be sustained. The question of issuing charge sheet and conducting enquiry will not arise to the facts of this case. The averments of the Petitioner that he worked from 7.00 pm to next day 3.00 am and he was paid over-time wages, when he was asked to work over-time and that he was given weekly off on Tuesday with wages and he was paid monthly wages are all denied as false. The Respondent/Management does not maintain any attendance register or wage register for persons other than its permanent employees. The averment of the Petitioner that he had rendered continuous service without any break is denied. The allegation of the Petitioner that he was paid Rs. 27/- per day as wages clearly proves that he was a Casual Labour engaged to meet exigencies temporarily. The claim of the Petitioner is ill-founded, misconceived, untenable and consequently, the Petitioner is not entitled to any relief much less, reinstatement in service, back wages, continuity of service and attendant benefits. Hence, it is prayed that this industrial dispute raised by the Petitioner may be dismissed.

4. The Petitioner has filed a reply statement. The averments in the reply statement are briefly as follows :—

The Petitioner is not aware of any contract or agreement between Air India and the Respondent. In any event, the Petitioner was continuously working without any break and he was getting salary from the Respondent directly. The Respondent has not informed the authorities and the Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981 and rule 6 made thereunder. It is incorrect to state that there are vacancies or posts available with the Respondent to offer employment to the Petitioner. The delay in approaching Labour Court is not fatal as it is decided by the Madras High Court in a case reported as 1999 3 LLN 293 CHERAN TRANSPORT CORPORATION's case. There exists master and servant relationship. The Petitioner is entitled to the relief as prayed for.

5. When the matter was taken up for enquiry, the Petitioner has chosen to examine himself as WW1 and has marked two documents as Ex. W1 Series (1 and 2). On the side of the Respondent/Management one witness has been examined as MW1 and two documents have been marked as Ex.M1 and M2. The learned counsel for either side have advanced their respective arguments.

6. The point for my consideration is—

“Whether the action of the management of Singapore Airlines, Chennai, in denying

employment to Sri K. Raman w.e.f. 03-1-1994 is justified or not? If not, to what relief the workman is entitled?

Point :—

It is the case of the Petitioner that he joined the services of the Singapore Airlines as a loader on 4-9-93 and he was illegally denied employment w.e.f. 3-12-94 and that he has completed 240 days of continuous services in the period of 12 calendar months preceding the date of illegal termination and that he was not paid retrenchment compensation and he was not given any notice in writing or wages in lieu of notice and hence such termination is bad for non-compliance of Section 25F of Industrial dispute Act, The Respondent/Management would contend that a ground handling agreement was entered into between the Respondent and the Air India in the year 1988 which was renewed from time to time and that M/s. Air India, the Handling Company shall provide service personnel for handling baggage in the Respondent's Aircraft and that occasionally when there are over crowding of passengers or arrival of baggage and if personnel provided by the Air India for handling baggage failed to report in time or absent, the Respondent will engage Casual Labourers purely on temporary basis for clearance of baggage which would amount to an implied contractual engagement and hence, the workman like Petitioner have never been on a regular basis and such temporary engagement of Casual Labourer by the Respondent occasionally will not vest any right on the Petitioner/ Workman to claim benefit under industrial Disputes Act alleging contravention of Section 25F of Industrial Disputes Act. It is further alleged that the non-employment of the Petitioner/Workman did not amount to retrenchment and he cannot claim any relief from the management under the Industrial Disputes Act much less retrenchment compensation or re-employment. The Petitioner has examined himself as WW1 and has marked two documents temporary passes each issued for a period of three months, as Ex.W1 series. On the side of the Management Assistant Station Manager in the Respondent/Management has been examined as MW1 and two documents have been marked as Ex. M1 and M2 as Standard Ground Handling Agreement between the Respondent and the Air India. The xerox copy of one such Agreement for the period 1990 to 1992 is Ex. M1 and the xerox copy of another agreement valid from 1-4-88 is Ex. M2. It is the evidence of WW1 that he worked continuously from 4-9-93 to 3-12-94. In the cross examination he has admitted that Singapore Airlines did not give him, appointment order and he cannot say for how many days he worked in Singapore Airlines on the daily wages

of Rs. 27/-. In the Claim Statement also the Petitioner has not given any particulars about the days he worked under Respondent/Management as a loader or as baggage identifier. He has simply Stated in his Claim Statement that he had completed 240 days of continuous service in the period of 12 calendar months preceding the date of illegal termination. Except filling Ex. W1 series, the Xerox copies of temporary passes issued to him by the Bureau of Civil Aviation Security for the period of 7-9-93 to 6-12-93 and 8-12-93 to 7-3-94, the petitioner has not proved his plea about his alleged period of service under the respondent. It is his admission that for attending the work as loader in the Madras Airport, the Deputy Commissioner of Police, Security and Anti Hijacking had issued Ex. W1 temporary passes, each for a period of three months. For his evidence that he worked continuously for a period of one year and three months under the Respondent under the Respondent/Management and for his plea in the Claim Statement that he had completed 240 days of continuous service in a period of 12 calendar months preceding the date of termination no substantial evidence has been given by the Petitioner in this case. It is the specific evidence of MW1 and the plea of the Respondent in the Counter Statement that the persons like the Petitioner were engaged by the Respondent, Singapore Airlines as Casual Labourers purely on temporary basis for clearance of a baggage as and when occasion arises. It is the further evidence of MW1 that the Respondent/ Management used to baggage Casual Labourers on daily wage basis at the time of heavy arrivals and departments of flights and such employment they used to make on temporary basis and they never used to engage them continuously for a period 240 days in 12 calendar months. So from these available evidences, it can be said that the allegation of the Petitioner that he had worked for 240 days continuously immediately preceding the date of his non-employment, has not been established. Thus, the Petitioner/Workman has not discharged his burden, though the onus is on him to prove that he had worked 240 days continuously. The Respondent also in their Counter Statement para 7 has stated that the Respondent/Management emphatically denies that the Petitioner has completed 240 days of continuous service in a period of 12 calendar months. The learned counsel for the Respondent had also argued that the Petitioner has failed to prove with acceptable legal evidence that he had worked for 240 days in a period of 12 calendar months immediately preceding his date of non-employment. Hence, he cannot ask for the relief of reinstatement into service as that of a permanent workman. He had also relied upon a decision

of Supreme Court reported as 2002 Factories Journal Report Vol. 100 pg. 397 between Range Forest Officer and S. T. Hadimani. In that case the Supreme Court has held that "since the claim of the workman that he had worked for 240 days was denied by the Management, it is for the workman to lead evidence to show that he had in fact, worked for 240 days and that in the absence of proof of receipt of salary or wages for 240 days or order or record of appointment or engagement for that period, it cannot be concluded that the workman had in fact, worked for 240 days and the onus is on the workman to prove the claim with sufficient records and mere an affidavit is not sufficient." The decision of the Supreme Court in this case is quite applicable to the present case also. From the decision of the Supreme Court in the above mentioned case, it is seen that the contention of the learned counsel for the Petitioner, that the Management has to show that there are justification in termination of service on the ground that the workman had not worked for 240 days, is incorrect. So, under such circumstances, it cannot be said that the Petitioner can claim reinstatement in service as permanent employee with back wages and continuity of service and as contended by the Respondent/Management the Petitioner/Workman cannot claim benefits under Industrial Disputes Act, alleging contravention of Section 25F by the Respondent/Management.

7. The learned counsel for the Respondent/Management had argued that it is the definite stand of the Respondent/Management in their Counter Statement that under the ground handling agreements like Ex. M1 and M2 Air India, the Handling Company, shall provide service personnel for handling baggage in the Respondent's aircraft and occasionally when there are over crowding of passengers or arrival of baggage and if personnel provided by Air India for handling baggage failed to report in time or are absent the Respondent will engage Casual Labourers like the Petitioner purely on temporary basis for clearance of baggage and the said agreement between with Air India by the Respondent Airlines is not disputed and that these employees like the Petitioner were not supplied as service personnel by Air India under Ground Handling Agreement, but they were engaged on casual basis at the time of such exigency arises occasionally. This has not been disputed or denied by the Petitioner in the reply statement also. So, under such circumstances, the plea of the Petitioner that he must be reinstate in service as a permanent employee with back wages by the Respondent, can not be accepted as a valid claim.

8. The learned counsel for the Petitioner would argue that some juniors to this Petitioner have been retained by the Respondent/Management and it is a

clear discrimination of the Respondent/Management in denying employment for the Petitioner and it is against the provisions of Industrial Disputes Act. He would further contend that Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981 is applicable to the Petitioner and as per the provision of that Act, if a workman works for 480 days for 24 calendar months, he can attain permanent status and under Section 9 of that Act, by a notification the State Government has got the power to exempt certain establishment and the State Govt. has by its notification exempted Khadi Department and Railways and this establishment of the Respondent can squarely come under sec. 2(3)(c) of that Act. Therefore, the Petitioner ought to have been conferred permanent status and the non-employment of the Petitioner without any prior notice or any reason whatsoever amounts to termination of service of the workman, since it cannot be considered as a punishment inflicted on him by way of disciplinary action and this action will squarely come under Section 2(oo) of Industrial Disputes Act. Hence the action of the management in denying employment to the Petitioner w.e.f. 3-12-94 is unjustified. For which, the learned counsel for the Respondent would argue that the argument advanced by the learned counsel for the Petitioner quoting the provisions of Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen Act, cannot be accepted because in the Claim Statement no such plea has been taken by the Petitioner and only in the reply statment, the Petitioner has stated that the Respondent has not inform the authorities under the Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act under Rule 6 made thereunder and further the said Act does not applicable to this case and the Petitioner has not pleaded specifically about the alleged non-compliance of the provisions of the Tamil Nadu Act by the Respondent/management in the pleadings. So, it cannot be taken into consideration, since now where in the Claim Statement or reply statement, the petitioner has pleaded that the Respondent has not stated that they had displayed in the notice board the required particulars of that Act and hence the conferment of permanent status is applicable to him. It is decided by the High Court of Madras in a case reported as 2001. 4 LLN 903 that "the allegation which was not pleaded and even if evidence is adduced in that regard cannot be examined because the other side had no notice of it and if such evidence is entertained it would tantamount to granting unfair advantage to the party who had not pleaded his case properly". So, from this it is seen that the argument advanced by the learned counsel for the Petitioner in respect of Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981 as applicable to this case cannot

be accepted as correct. Further, there is no evidence to show in this case on the side of the Petitioner that his juniors have been retained by the Respondent/Management in service, further as argued by the learned counsel for the Respondent/Management, there is nothing on record to show that the people like this Petitioner had approached the concerned authority and obtained permanent status on the basis of their establishing the fact of continuous work in the Respondent/Management. So, from all these things, it is seen that the Petitioner cannot ask for reinstatement in service. From the available evidence, it is seen that the Petitioner was engaged only as a casual workman by the Respondent/Management as and when occasion arises. So by the very nature of the employment of the Petitioner, he has no assurance that he would be employed by the Respondent/Management for any specified duration. The persons like Petitioner temporary employment could not be for any period for which they can look forward to assured work from the employer. It is held by the High Court of Madras in a case reported as 2001 3 LLN 807 between L & T McNEIL LTD. MADARAS and PRESIDING OFFICER MADRAS LABOUR COURT AND ANOTHER that "casual workmen have only to report each day and hope that employment would be provided to them on that day. Their not going to the place of employer will not result in any penalty as they are not assured of work daily. This kind of employment, therefore, cannot be treated on par with the temporary and permanent employment. The employers are not bound to provide work to casual workmen unless they choose to and there is work for the day. Directing reinstatement of casual workman who had worked as such, for a relatively short period of time, would only mean that their names would once again, be included in the list of casual workmen putting them in the same position they were earlier where they would only report for the employment with the hope being providing with the work and no more." This observation of the High Court of Madras in the above cited case is applicable to the facts of this case also.

9. The learned counsel for the Respondent/Management had argued that the Petitioner/Workman for the above mentioned reasons cannot be given reinstatement in service and the question of payment of retrenchment compensation does not arise, since the Petitioner has not established that he had worked for a continuous period of 240 days in 12 calendar months immediately prior to his non-employment. On the basis of the available materials in this case, the argument advanced by the learned counsel for the Respondent/Management can be accepted as correct. Under such circumstances,

it can be concluded that the action of the Respondent/Management, Singapore Airlines, Chennai in denying employment to the Petitioner/workman Sri K. Raman w.e.f. 3-12-1994 is justified and hence the concerned workman is not entitled to any relief. Thus, the point is answered accordingly.

10. In the result, an Award is passed holding that the I Party/Workman Sri K. Raman is entitled for any relief. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 24th May, 2002.

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :

For the I Party Workman : WWI Shri K. Raman
For the II Party/Management : MWI Shri R. Srinivasan

Exhibits marked :

For the I Party/Workman :

Ex. No. Date Description

- (1) 07-09-93 Xerox copy of the temporary pass for three months issued to the Petitioner by the Dy. Commissioner of Police, Security & Anti Hijacking, Madras, Airport,
(2) 08-12-93 Xerox copy of the temporary pass for three months issued to the Petitioner by the Dy. Commissioner of Police, Security & Anti Hijacking Madras, Airport.

For the II Party/Management :

- M1 08-09-94 Xerox copy of the Standard Ground Handling Agreement entered into by the Respondent / Management with the Air India.
M2 Nil Xerox copy of the Ground Handling agreement valid from 1-4-88 as Annexure B-4, 1,1

नई दिल्ली, 11 जून, 2002

का.आ. 2178.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में सिंगापुर एयरलाइंस के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चेन्नई के पंचाट [संबंध संख्या 110/2001(टी.एन. आई.डी. 64/99)] को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-6-2002 को प्राप्त हुआ था।

[फा. एल-11012-89/98-आई.आर. (सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 11th June, 2002

S.O. 2178.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award [Ref. No. 110/2001 (TNID 64/99)] of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Singapore Airlines and their workman which was received by the Central Government on 5-6-2002.

[F. No. L-11012/89/98-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Friday, the 24th May, 2002

Present : K. KARTHIKEYAN,

Presiding Officer,

INDUSTRIAL DISPUTE NO. 110/2001

(Tamil Nadu State Industrial Tribunal I.D. 64/99)

(In the matter of the dispute for adjudications under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri K. Lakshmanan and the Management of Singapore Airlines, Chennai).

BETWEEN

Sri K. Lakshmanan I Party/Workman

AND

The Station Master, II Party/Management
Singapore, Airlines Chennai.

Appearance :

For the Workman : Sri S. Vaidyanathan &
: W.T. Prabhakar Advocates
For the Management : M/s. King & Patridge
Advocates

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned dispute for adjudication vide Order No. L-11012/ 89/98/ IR(C-I) dated 30-03-1999.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai where it was taken on file as I.D. No. 64/99. When the matter was pending enquiry in that Tribunal, as per the order of the Central Government Ministry of Labour this case has also been transferred

from the file of Tamil Nadu State Industrial Tribunal to this Tribunal for adjudication. On receipt of records from that Tamil Nadu State Industrial Tribunal, this case has been taken on file as I.D. No. 110/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 31-01-2001 with their respective parties and to prosecute this case further. Accordingly, the learned counsel on either side along with their respective parties have appeared and prosecuted this case. The Claim Statement of the I Party/Workman, Counter Statement of the II Party/Management and the reply statement for the I Party/Workman were filed, when this matter was pending before the Tamil Nadu State Industrial Tribunal itself.

When the matter came up before me for final hearing on 03-04-2002, upon perusing the Claim Statement, Counter Statement the reply statement, the other material papers on record, the oral and documentary evidence let in on either side after hearing the arguments advanced by the learned counsel on either side, and this matter having stood over till this date for consideration, this Tribunal has passed the following ;—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows :—

"Whether the action of the management of Singapore Airlines, Chennai, in denying employment to Sri K. Lakshmanan w.o.f. 28-10-94 is justified or not? If, not, to what relief the workman is entitled?"

2. The averments in the Claim Statement filed by the I Party/Workman Sri K. Lakshmanan (hereinafter refers to as Petitioner) are briefly as follows :—

The Petitioner joined the services of the Singapore Airlines as a loader on 04-09-1993. His duties as loader were to load and unload the baggage in the aircraft. He was also asked to work as Baggage Identification staff. At present, Singapore Airlines is operating six flights from Madras to Singapore. The Petitioner was denied employment w.o.f. 28-10-94. He had completed 240 days of continuous service in a period of 12 calendar months preceding the date of his termination from service. The action of the II Party/Management Singapore Airlines (hereinafter refers to as Respondent) amounts to retrenchment. The Respondent has not paid the Petitioner retrenchment compensation and as such, such termination is

bad for non-compliance of Section 25 of Industrial Disputes Act, 1947. The Petitioner was not given any notice in writing or wages in lieu of notice. The Respondent had recruited fresh hands and maintained his juniors in service. As such, the action of the Respondent is in violation of Section 25G and H of the Industrial Disputes Act, 1947. The Respondent has not issued any charge sheet nor conducted any enquiry before terminating the Petitioner. The working hours of the petitioner under the Respondent was from 7.00 pm to 3.00 am in the following day. On the days when the flights were delayed, the Petitioner was asked to work over-time and was also paid over-time wages. Tuesday was the weekly off and the Petitioner was paid wages for that day also. The Respondent paid the Petitioner monthly wages. The Petitioner had signed the attendance register maintained by the Respondent. The signature of the Petitioner was obtained by the Respondent in the wage register maintained by them for payment of wages. All these documents to establish that the Petitioner had rendered continuous services without break. His last drawn wages was Rs. 27/- per day and the wages was said on monthly basis. The action of the Respondent amounts to victimisation colourable exercise of power, mala fide, unfair labour practice, contrary to the provisions of the Industrial Disputes Act, 1947 and is illegal. The action of the Respondent in striking the name of the Petitioner from the muster roll amounts to retrenchment/termination. In spite of several requests made by the Petitioner, the Respondent did not provide the Petitioner employment. Hence, the Petitioner raised an industrial dispute before the Assistant Labour Commissioner (Central) Madras, which ended in a failure and ultimately the Govt. has referred this dispute to this Tribunal for adjudication. Hence, it is prayed that this Hon'ble Tribunal may be pleased to pass an award holding the non-employment of the Petitioner w.o.f. 28-10-94 is not justified and consequently, direct the Respondent to reinstate the Petitioner as a permanent employee with back wages, continuity of service and other attendant benefits.

3. The averments in the Counter Statement filed by the II Party/Management, Singapore Airlines (hereinafter refers to as Respondent) are briefly as follows :—

A Ground Handling Agreement was entered into between M/s. Singapore Airlines and Air India in the year 1988, which was renewed from time to time. The Annexure B clause 4.2 of the agreement states that M/s. Air India, the handling company shall provide service personnel for handling baggage in the Respondent's aircrafts. Under above agreement, the Respondent is only referred

to as the 'Carrier' and Air India as 'Handling Company'. Occasionally, when there are over crowding of passengers or arrival of baggage and if a personnel provided by Air India for handling baggage failed to report in time or was absent, the Respondent will engage Casual Labourers purely on temporary basis for clearance of baggage, which will amount to an implied contractual engagement. Neither the Petitioner/Workman nor similarly placed persons claiming employment with the Respondent have ever been engaged on regular basis. The Respondent does not maintain any records relating to temporary/casual engagements, since such engagements arise occasionally. Such temporary engagement of Casual Labourers by the Respondent occasionally will not vest any right on the Petitioner/Workman to claim benefits under Industrial Disputes Act, 1947 alleging contravention of Section 25F of the said Act. Temporary, contractual engagements of Casual Labourers if at all will only fall within the ambit of Section 2(oo) (bb) of the Industrial Disputes Act, 1947, which is an exception to retrenchment. Hence, the non-employment of the Petitioner/Workman did not amount to retrenchment and he cannot claim any relief from the Respondent/Management under Industrial Disputes Act, much less retrenchment compensation or re-employment. Inasmuch as, personnel for handling baggage for the aircrafts are provided by Air India, the Respondent/Management is not liable to give employment to the Petitioner. Neither the Petitioner nor similarly placed persons before the authority were engaged in any vacancy or post. There is no vacancy or post available with the Respondent to offer employment to the Petitioner/Workman. The claim of the Petitioner/Workman is stale barred by laches and as such, the Petitioner is not entitled to seek benefits under Industrial Disputes Act from the Respondent herein. The Petitioner was not engaged by the Respondent/Management as a loader w.e.f. 04-09-1993. There is no nexus of employee and employer relationship between the Petitioner and the management. In the absence of any positive proof for the relationship between the Petitioner and the Respondent/Management as employee and employer, the Petitioner cannot maintain this industrial dispute alleging non-employment. Hence, it is liable to be dismissed. The Petitioner was engaged purely on a temporary basis, casual to meet the exigencies which will amount to an implied contract at the best. Hence, such engagement falls within the definition of Section 2(oo) (bb) of Industrial Disputes Act, 1947 and the question of illegal termination does not arise much less retrenchment. The Petitioner has come forward with this Claim Statement alleging non-employment with an ulterior motive and mala fide intention only to harass the Respondent for seeking 1915 GI/2002—41.

monetary benefits. The alleged non-compliance of Section 25F, 25G and H of the Industrial Disputes Act, 1947 are all untenable and cannot be sustained. The question of issuing charge sheet and conducting enquiry will not arise to the facts of this case. The averments of the Petitioner that he worked from 7.00 p.m. to next day 3.00 a.m. and he was paid over-time wages, when he was asked to work over-time and that he was given weekly off on Tuesday with wages and he was paid monthly wages are all denied as false. The Respondent/Management does not maintain any attendance register or wage register for persons other than its permanent employees. The averment of the Petitioner that he had rendered continuous service without any break is denied. The allegation of the Petitioner that he was paid Rs. 27/- per day as wages clearly proved that he was a Casual Labour engaged to meet exigencies temporarily. The claim of the Petitioner is ill-founded, misconceived, untenable and consequently, the Petitioner is not entitled to any relief much less, reinstatement in service, back wages, continuity of service and attendant benefits. Hence, it is prayed that this industrial dispute raised by the Petitioner may be dismissed.

4. The Petitioner has filed a reply statement. The averments in the reply statement are briefly as follows :

The Petitioner is not aware of any contract or agreement between Air India and the Respondent. In any event, the Petitioner was continuously working without any break and he was getting salary from the Respondent directly. The Respondent has not informed the authorities and the Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981 and Rule 6 made thereunder. It is incorrect to state that there are vacancies or posts available with the Respondent to offer employment to the Petitioner. The delay in approaching Labour Court is not fatal as it is decided by the Madras High Court in a case reported as 1999 3 LLN 293 Cheran Transport Corporation's case. There exists master and servant relationship. The Petitioner is entitled to the relief as prayed for.

5. When the matter was taken up for enquiry, the Petitioner has chosen to examine himself as WW1 and has marked two documents as Ex. W1 Series (1 and 2). On the side of the Respondent/Management one common witness has been examined as MW1 and two documents have been marked as Ex. M1 and M2. The learned counsel on either side have advanced their respective arguments.

6. The point for my consideration is—

“Whether the action of the management of Singapore Airlines, Chennai, in denying employment to Sri K. Lakshmanan w.e.f. 28-10-94 is

justified or not? If not, to what relief the workman is entitled?"

Point :—

It is the case of the Petitioner that he joined the services of the Singapore Airlines as a loader on 4-9-93 and he was illegally denied employment w.e.f. 28-10-94 and that he had completed 240 days of continuous service in the period of 12 calendar months preceding the date of illegal termination and that he was not paid retrenchment compensation and he was not given any notice in writing or wages in lieu of notice and hence such termination is bad for non-compliance of Section 25F of Industrial Disputes Act. The Respondent/Management would contend that a ground handling agreement was entered into between the Respondent and the Air India in the year 1988 which was renewed from time to time and that M/s. Air India, the Handling Company shall provide service personnel for handling baggage in the Respondent's Aircraft and that occasionally when there are over crowding of passengers or arrival of baggage and if personnel provided by the Air India for handling baggage failed to report in time or absent, the Respondent will engage Casual Labourers purely on temporary basis for clearance of baggage which would amount to an implied contractual engagement and hence, the workman like Petitioner have never been engaged on a regular basis and such temporary engagement of Casual Labourers by the Respondent occasionally will not vest any right on the Petitioner/Workman to claim benefits under Industrial Disputes Act alleging contravention of Section 25F of Industrial Disputes Act. It is further alleged that the non-employment of the Petitioner/Workman did not amount to retrenchment and he cannot claim any relief from the management under the Industrial Disputes Act much less retrenchment compensation or re-employment. The Petitioner has examined himself as WW1 and has marked two documents, temporary passes each issued for a period of three months, as Ex. W1 series. On the side of the Management, Assistant Station Manager in the Respondent/Management has been examined as MW1 and two documents have been marked as Ex. M1 and M2 as Standard Ground Handling Agreement between the Respondent and the Air India. The xerox copy of one such agreement for the period 1990 to 1992 is Ex. M1 and the xerox copy of another agreement valid from 1-4-88 is Ex. M2. It is the evidence of WW1 that he worked continuously from 4-9-93 to 28-10-94. In the cross examination he has admitted that Singapore Airlines did not give him appointment order and he cannot say for how many days he worked in Singapore Airlines on the daily wages of Rs. 27/-. In the Claim Statement also the Petitioner has not given any

particulars about the days he worked under Respondent/Management as a loader or as a baggage identifier. He has simply stated in his Claim Statement that he had completed 240 days of continuous service in the period of 12 calendar months preceding the date of illegal termination. Except filing Ex. W1 series, the Xerox copies of temporary passes issued to him by the Bureau of Civil Aviation Security for the period of 7-9-93 to 6-12-93 and 8-12-93 to 7-3-94, the petitioner has not proved his plea about his alleged period of service under the respondent. It is his admission that for attending the work as a loader in the Madras Airport, the Deputy Commissioner of Police, Security and Anti Hijacking had issued Ex. W1 temporary passes, each for a period of three months. For his evidence that he worked continuously for a period of from 4-9-93 to 28-10-94 under the Respondent/Management and for his plea in the Claim Statement that he had completed 240 days of continuous service in a period of 12 calendar months preceding the date of termination, no substantial evidence has been given by the Petitioner in this case. It is the specific evidence of MW1 and the plea of the Respondent in the Counter Statement that the persons like the Petitioner were engaged by the Respondent, Singapore Airlines as Casual Labourers purely on temporary basis for clearance of baggage as and when occasion arises. It is the further evidence of MW1 that the Respondent/Management used to engage Casual Labourers on daily wage basis at the time of heavy arrivals and departures of flights and such employment they used to make on temporary basis and they never used to engage them continuously for a period of 240 days in 12 calendar months. So from these available evidences, it can be said that the allegation of the Petitioner that he had worked for 240 days continuously immediately preceding the date of his non-employment, has not been established. Thus, the Petitioner/Workman has not discharged his burden, though the onus is on him to prove that he had worked 240 days continuously. The Respondent also in their Counter Statement para 7 has stated that the Respondent/Management emphatically denied that the Petitioner has completed 240 days of continuous service in a period of 12 calendar months. The learned counsel for the Respondent had also argued that the Petitioner has failed to prove with acceptable legal evidence that he had worked for 240 days in a period of 12 calendar months immediately preceding his date of non-employment. Hence, he cannot ask for the relief of reinstatement into service as that of a permanent workman. He had also relied upon a decision of Supreme Court reported as 2002 Factories Journal Report Vol. 100 pg. 397 between Range Forest Officer and S. T. Hadimani. In that case the Supreme Court has held that "since

the claim of the workman that he had worked for 240 days was denied by the Management, it is for the workman to lead evidence to show that he had in fact, worked for 240 days and that in the absence of proof of receipt of salary or wages for 240 days or order or record of appointment or engagement for that period, it cannot be concluded that the workman had in fact, worked for 240 days and the onus is on the workman to prove the claim with sufficient records and mere an affidavit is not sufficient." The decision of the Supreme Court in this case is quite applicable to the present case also. From the decision of the Supreme Court in the above mentioned case, it is seen that the contention of the learned counsel for the Petitioner, that the Management has to show that there are justification in termination of service on the ground that the workman had not worked for 240 days, is incorrect. So, under such circumstances, it cannot be said that the Petitioner can claim reinstatement in service as permanent employee with back wages and continuity of service and as contended by the Respondent/Management the Petitioner/Workman cannot claim benefits under Industrial Disputes Act, alleging contravention of Section 25F by the Respondent/Management.

7. The learned counsel for the Respondent/Management had argued that it is the definite stand of the Respondent/Management in their Counter Statement that under the ground handling agreements like Ex. M1 and M2. Air India, the Handling Company, shall provide service personnel for handling baggage in the Respondent's aircraft and occasionally when there are over crowding of passengers or arrival of baggage and if personnel provided by Air India for handling baggage failed to report in time or are absent, the Respondent will engage Casual Labourers like the Petitioner purely on temporary basis for clearance of baggage and the said agreement between with Air India by the Respondent Airlines is not disputed and that these employees like the Petitioner were not supplied as service personnel by Air India under Ground Handling Agreement, but they were engaged on casual basis at the time of such exigency arises occasionally. This has not been disputed or denied by the Petitioner in the reply statement also. So, under such circumstances, the plea of the Petitioner, that he must be reinstated in service as a permanent employee with back wages by the Respondent, cannot be accepted as a valid claim.

8. The learned counsel for the Petitioner would argue that some juniors to this Petitioner have been retained by the Respondent/Management and it is a clear discrimination of the Respondent/Management in denying employment for the Petitioner and it is against provisions of Industrial Disputes Act. He would further contend that Tamil Nadu Industrial Establishment (Conferment

of Permanent Status to Workmen) Act, 1981 is applicable to the Petitioner and as per the provision of that Act, if a workman works for 480 days for 24 calendar months, he can attain permanent status and under Section 9 of that Act, by a notification the State Govt. has got the power to exempt certain establishment and the State Govt. has by its notification exempted Khadi Department and Railways and this establishment of the Respondent can squarely come under Sec. 2(3)(c) of that Act. Therefore, the Petitioner ought to have been conferred permanent status and the non-employment of the Petitioner without any prior notice or any reason whatsoever amounts to termination of service of the workman, since it cannot be considered as a punishment inflicted on him by way of disciplinary action and this action will squarely come under Section 2 (oo) of Industrial Disputes Act. Hence, the action of the management in denying employment to the Petitioner w.e.f. 28-10-94 is unjustified. For which, the learned counsel for the Respondent would argue that the argument advanced by the learned counsel for the Petitioner quoting the provisions of Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, cannot be accepted because in the Claim Statement no such plea has been taken by the Petitioner and only in the reply statement, the Petitioner has stated that the Respondent has not informed the authorities under the Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act under Rule 6 made thereunder and further the said Act does not applicable to this case and the Petitioner has not pleaded specifically about the alleged non-compliance of the provisions of the Tamil Nadu Act by the Respondent/Management in the pleadings. So, it cannot be taken into consideration, since nowhere in the Claim Statement or reply statement, the petitioner has pleaded that the Respondent has not stated that they had displayed in the notice board, the required particulars of that Act and hence the conferment of permanent status is applicable to him. It is decided by the High Court of Madras in a case reported as 2001 4 LLN 903 that "the allegation which was not pleaded and even if evidence is adduced in that regard cannot be examined because the other side had no notice of it and if such evidence is entertained it would tantamount to granting unfair advantage to the party who had not pleaded his case properly". So, from this it is seen that the argument advanced by the learned counsel for the Petitioner in respect of Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981 as applicable

this case cannot be accepted as correct. Further, there is no evidence to show in this case on the side of the Petitioner that his juniors have been retained by the Respondent/Management in service. Further, as argued by the learned counsel for the Respondent/Management, there is nothing on record to show that the people like this Petitioner had approached the concerned authority and obtained permanent status on the basis of their establishing the fact of continuous work in the Respondent/Management. So, from all these things, it is seen that the Petitioner cannot ask for reinstatement in service. From the available evidence, it is seen that the Petitioner was engaged only as a casual workman by the Respondent/Management as and when occasion arises. So by the very nature of the employment of the Petitioner, he has no assurance that he would be employed by the Respondent/Management for any specified duration. The persons like Petitioner temporary employment could not be for any period for which they can look forward to assured work from the employer. It is held by the High Court of Madras in a case reported as 2001 3 LLN 807 between L & T McNEIL LTD. MADRAS and PRESIDING OFFICER, MADRAS LABOUR COURT AND ANOTHER that "casual workmen have only to report each day and hope that employment would be provided to them on that day. Their not going to the place of employer will not result in any penalty as they are not assured of work daily. This kind of employment, therefore, cannot be treated on par with the temporary and permanent employment. The employers are not bound to provide work to casual workmen unless they choose to and there is work for the day. Directing reinstatement of casual workman who had worked as such, for a relatively short period of time, would only mean that their names would once again be included in the list of casual workmen putting them in the same position they were earlier, where they would only report for the employment with the hope being providing with the work and no more." This observation of the High Court of Madras in the above cited case is applicable to the facts of this case also.

9. The learned counsel for the Respondent/Management had argued that the Petitioner/Workman for the above mentioned reasons cannot be given reinstatement in service and the question of payment of retrenchment compensation does not arise, since the Petitioner has not established that he had worked for a continuous period of 240 days in 12 calendar months immediately prior to his non-employment. On the basis of the available materials in this case, the argument advanced by the learned counsel for

the Respondent/Management can be accepted as correct. Under such circumstances, it can be concluded that the action of the Respondent/Management, Singapore Airlines, Chennai in denying employment to the Petitioner/Workman Sri K. Lakshmanan w.e.f. 28-10-1994 is justified and hence the concerned workman is not entitled to any relief. Thus, the point is answered accordingly.

10. In the result, an Award is passed holding that the I Party/Workman Sri K. Lakshmanan is not entitled for any relief. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 24th May, 2002.)

K. KARTHIKEYAN, Presiding Officer

Witness Examined :

For the I Party/Workman : WWI Shri K. Lakshmanan

For the II Party/Management : MWI Shri R. Srinivasan

Exhibits marked :

For the I Party/Workman :—

Ex. No.	Date	Description
W1 (1)	07-09-93	Xerox copy of the temporary pass for three months issued to the Petitioner by the Dy. Commissioner of Police, Security & Anti Hijacking, Madras Airport.
(2)	08-12-93	Xerox copy of the temporary pass for three months issued to the Petitioner by the Dy. Commissioner of Police, Security & Anti Hijacking, Madras Airport.

For the II Party/Management :

M1	08-09-94	Xerox copy of the Standard Ground Handling Agreement entered into by the Respondent/Management with the Air India.
M2	Nil	Xerox copy of the Ground Handling agreement valid from 1-4-88 as Annexure B-4.1.1

नई दिल्ली, 11 जून, 2002

का. आ. 2179.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में सिगापुर एयरलाइंस के प्रबंधकों के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट

औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नई के पंचाट (संदर्भ संख्या 109/2001सी.टी.एन.-आई.डी. 63/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-6-2002 को प्राप्त हुआ था।

[फा.एल-11012/94/98-आई.आर. (सी-1)]

एस.एस. गुप्ता, अवसर सचिव

New Delhi, the 11th June, 2002

S.O. 2179:—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.109/2001 CTNID 63/99) of the Central Government Industrial Tribunal/Labour Court Chennai, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Singapore Airlines and their workman, which was received by the Central Government on 5-6-2002.

[F. L-11012/94/98-IR-(C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Friday, the 24th May, 2002

Present : K. KARTHIKEYAN,

Presiding Officer

INDUSTRIAL DISPUTE NO. 109/2001

(Tamil Nadu State Industrial Tribunal I.D.No.63/99)

(In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri D. Shashikumar and the Management of Singapore Airlines, Chennai.)

BETWEEN

Sri D. Shashi Kumar : I Party/Workman
AND

The Station Master, : II Party/Management
Singapore Airlines, Chennai.

APPEARANCE :

For the Workman : Sri S. Viadyanathan &
W. T. Prabhakar,
Advocates

For the Management : M/s. King & Patridge
Advocates

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Dis-

pute Act, 1947. (14 of 1947), have referred the concerned dispute for adjudication vide Order No. L-11012/94/98/IR(C-I) dated 30-03-1999.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai where it was taken on file as I.D. No. 63/99. When the matter was pending enquiry in that Tribunal, as per the orders of the Central Government, Ministry of Labour this case has also been transferred from the file of Tamil Nadu State Industrial Tribunal to this Tribunal for adjudication. On receipt of records from that Tamil Nadu State Industrial Tribunal, this case has been taken on file as I.D. No. 109/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 31-01-2001 with their respective parties and to prosecute this case further. Accordingly, the learned counsel on either side along with their respective parties have appeared and prosecuted this case. The Claim Statement of the I Party/Workman, Counter Statement of the II Party/Management and the reply statement for the I Party/Workman were filed, when this matter was pending before the Tamil Nadu State Industrial Tribunal itself.

When the matter came up before me for final hearing on 03-04-2002, upon perusing the Claim Statement, Counter Statement, the reply statement, the other material papers on record, the oral and documentary evidence let in on either side, after hearing the arguments advanced by the learned counsel on either side, and this matter having stood over till this date for consideration, this Tribunal has passed the following :—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows :—

“Whether the action of the management of Singapore Airlines, Chennai, in denying employment to Sri D. Shashi Kumar w.e.f. 01-01-1997 is justified or not? If not justified, to what relief the workman is entitled?”

2. The averments in the Claim Statement filed by the I Party/Workman Sri D. Shashi Kumar (hereinafter refers to as Petitioner) are briefly as follows :—

The Petitioner joined the services of the Singapore Airlines as a loader on 04-09-1993. His duties as loader were to load and unload the baggage in the aircraft. He was also asked to work as Baggage Assistant. At present, Singapore Airlines is operating six flights from Madras to Singapore. The Petitioner was denied employment w.e.f. 01-01-97. He had completed 240 days of continuous service in period of 12 calendar months preceding the date of

his termination from service. The action of the II Party/Management Singapore Airlines (hereinafter refers to as Respondent) amounts to retrenchment. The Respondent has not paid the Petitioner retrenchment compensation and as such, such termination is bad for non-compliance of Section 25F of Industrial Disputes Act, 1947. The Petitioner was not given any notice in writing or wages in lieu of notice. The Respondent had recruited fresh hands and maintained his juniors in service. As such, the action of the Respondent is in violation of Section 25G and H of the Industrial Disputes Act, 1947. The Respondent has not issued any charge sheet nor conducted any enquiry before terminating the Petitioner. The working hours of the Petitioner under the Respondent was from 7.00 pm to 03.00 am in the following day. On the days when the flights were delayed, the Petitioner was asked to work over-time and was also paid over-time wages. Tuesday was the weekly off and the Petitioner was paid wages for that day also. The Respondent paid the Petitioner monthly wages. The Petitioner had signed the attendance register maintained by the Respondent. The signature of the Petitioner was obtained by the Respondent in the wage register maintained by them for payment of wages. All these documents to establish that the Petitioner had rendered continuous service without break. His last drawn wages was Rs. 27 per day and the wages was paid on monthly basis. The action of the Respondent amounts to victimisation, colourable exercise of power, mala fide, unfair labour practice, contrary to the provisions of the Industrial Disputes Act, 1947 and is illegal. The action of the Respondent in striking the name of the Petitioner from the muster roll amounts to retrenchment/termination. In spite of several requests made by the Petitioner, the Respondent did not provide the Petitioner employment. Hence, the Petitioner raised an industrial dispute before the Assistant Labour Commissioner (Central) Madras, which ended in a failure and ultimately the Govt. has referred this dispute to this Tribunal for adjudication. Hence, it is prayed that this Hon'ble Tribunal may be pleased to pass an award holding the non-employment of the Petitioner w.e.f. 01-01-1997 is not justified and consequently, direct the Respondent to reinstate the Petitioner as a permanent employee with back wages, continuity of service and other attendant benefits.

3. The averments in the Counter Statement filed by the II Party/Management, Singapore Airlines (hereinafter refers to as Respondent) are briefly as follows:—

A Ground Handling Agreement was entered into between M/s. Singapore Airlines and Air India in the year 1988, which was renewed from time to

time. The Annexure B clause 4.2 of the agreement states that M/s. Air India, the handling company shall provide service personnel for handling baggage in the Respondent's aircrafts. Under above agreement, the Respondent is only referred to as the 'Carrier' and Air India as 'Handling Company'. Occasionally, when there are over crowding of passengers or arrival of baggage and if a personnel provided by Air India for handling baggage failed to report in time or as absent, the Respondent will engage Casual Labourers purely on temporary basis for clearance of baggage, which will amount to an implied contractual engagement. Neither the Petitioner/Workman nor similarly placed persons claiming employment with the Respondent have ever been engaged on regular basis. The Respondent does not maintain any records relating to temporary/casual engagements, since such engagements arise occasionally. Such temporary engagement of Casual Labourers by the Respondent occasionally will not vest any right on the Petitioner/Workman to claim benefits under Industrial Disputes Act, 1947 alleging contravention of Section 25F of the said Act. Temporary, contractual engagements of Casual Labourers if at all will only fall within the ambit of Section 2(oo) (bb) of the Industrial Disputes Act, 1947, which is an exception to retrenchment. Hence, the non-employment of the Petitioner/Workman did not amount to retrenchment and he cannot claim any relief from the Respondent/Management under Industrial Disputes Act, much less retrenchment compensation or re-employment. Inasmuch as, personnel for handling baggage for the aircrafts are provided by Air India, the Respondent/Management is not liable to give employment to the Petitioner. Neither the Petitioner nor similarly placed persons before the authority were engaged in any vacancy or post. There is no vacancy or post available with the Respondent to offer employment to the Petitioner/Workman. The claim of the Petitioner/Workman is stale barred by laches and as such, the Petitioner is not entitled to seek benefits under Industrial Disputes Act from the Respondent herein. The Petitioner was not engaged by the Respondent/Management as a loader w.e.f. 04-09-1993. There is no nexus of employee and employer relationship between the Petitioner and the management. In the absence of any positive proof for the relationship between the Petitioner and the Respondent/Management as employee and employer, the Petitioner cannot maintain this industrial dispute alleging non-employment. Hence, it is liable to be dismissed. The Petitioner was engaged purely on a temporary basis, casual to meet the exigencies which will amount to an implied contract at the best. Hence, such engagement falls within the definition of Section 2(oo) (bb) of

Industrial Disputes Act, 1947 and the question of illegal termination does not arise much less retrenchment. The Petitioner has come forward with this Claim Statement alleging non-employment with an ulterior motive and mala fide intention only to harass the Respondent for seeking monetary benefits. The alleged non-compliance of Section 25F, 25G and H of the Industrial Disputes Act, 1947 are all untenable and cannot be sustained. The question of issuing charge sheet and conducting enquiry will not arise to the facts of this case. The averments of the Petitioner that he worked from 7.00 pm to next day 3.00 am and he was paid over-time wages, when he was asked to work over-time and that he was given weekly off on Tuesday with wages and he was paid monthly wages are all denied as false. The Respondent/Management does not maintain any attendance register or wage register for persons other than its permanent employees. The averment of the Petitioner that he had rendered continuous service without any break is denied. The allegation of the Petitioner that he was paid Rs. 27/- per day as wages clearly proves that he was a Casual Labour engaged to meet exigencies temporarily. The claim of the Petitioner is ill-founded, misconceived, untenable and consequently, the Petitioner is not entitled to any relief much less, reinstatement in service, back wages, continuity of service and attendant benefits. Hence, it is prayed that this industrial dispute raised by the petitioner may be dismissed.

4. The Petitioner has filed a reply statement. The averments in the reply statement are briefly as follows:—

The Petitioner is not aware of any contract or agreement between Air India and the Respondent. In any event, the Petitioner was continuously working without any break and he was getting salary from the Respondent directly. The Respondent has not informed the authorities and the Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981 and Rule 6 made thereunder. It is incorrect to state that there are vacancies or posts available with the Respondent to offer employment to the Petitioner. The delay in approaching Labour Court is not fatal as it is decided by the Madras High Court in a case reported as 1999 3 LLN 293 CHERAN TRANSPORT CORPORATION's case. There exists master and servant relationship. The Petitioner is entitled to the relief as prayed for.

5. When the matter was taken up for enquiry, the Petitioner has chosen to examine himself as WW1 and has marked two documents as Ex.W1 series (1 & 2). On the side of the Respondent/Management one common witness has been examined

as MW1 and two documents have been marked as Ex.M1 and M2. The learned counsel on either side have advanced their respective arguments.

6. The point for my consideration is—

“Whether the action of the management of Singapore Airlines, Chennai, in denying employment to Sri D. Shashikumar w.e.f. 01-01-1997 is justified or not? If not justified, to what relief the workman is entitled?”

Point:—

It is the case of the Petitioner that he joined the services of the Singapore Airlines as a loader on 4-9-93 and he was illegally denied employment w.e.f. 01-01-97 and that he had completed 240 days of continuous service in the period of 12 calendar months preceding the date of illegal termination and that he was not paid retrenchment compensation and he was not given any notice in writing or wages in lieu of notice and hence such termination is bad for non-compliance of Section 25F of Industrial Disputes Act. The Respondent/Management would contend that a ground handling agreement was entered into between the Respondent and the Air India in the year 1988 which was renewed from time to time and that M/s. Air India, the Handling Company shall provide service personnel for handling baggage in the Respondent's Aircraft and that occasionally when there are over crowding of passengers or arrival of baggage and if personnel provide by the Air India for handling baggage failed to report in time or absent, the Respondent will engage Casual Labourers purely on temporary basis for clearance of baggage which would amount to an implied contractual engagement and hence, the workmen like Petitioner have never been engaged on a regular basis and such temporary engagement of Casual Labourers by the Respondent occasionally will not vest any right on the Petitioner/Workman to claim benefits under Industrial Disputes Act alleging contravention of Section 25F of Industrial Disputes Act. It is further alleged that the non-employment of the Petitioner/Workman did not amount to retrenchment and he cannot claim any relief from the management under the Industrial Disputes Act much less retrenchment compensation or re-employment. The Petitioner has examined himself as WW1 and has marked two documents, temporary passes each issued for a period of three months, as Ex. W 1 series. On the side of the Management, Assistant Station Manager in the Respondent/Management has been examined as MW1 and two documents have been marked as Ex. M1 and M2 as Standard

Ground Handling Agreement between the Respondent and Air India. The xerox copy of one such agreement for the period 1990 to 1992 is Ex. M1 and xerox copy of the another agreement valid from 1-4-88 is Ex. M2. It is the evidence of WW1 that he worked continuously from 4-9-93 to 01-01-97. In the cross examination he has admitted that Singapore Airlines did not give him appointment order and he cannot say for how many days he worked in Singapore Airline on the daily wages of Rs. 27/-. In the Claim Statement also the Petitioner has not given any particulars about the days he worked under Respondent/Management as a loader or as a baggage identifier or as a workman attending pick up counter as counter assistant. He has simply stated in his Claim Statement that he had completed 240 days of continuous service in the period of 12 calendar months preceding the date of illegal termination. Except filing Ex. W1 series, the xerox copies of temporary passes issued to him by the Bureau of Civil Aviation Security for the period of 8-9-94 to 7-12-94 and 30-10-96 to 29-1-97, the petitioner has not proved his plea about his alleged period of service under the respondent. It is his admission that for attending the work as a loader in the Madras Airport, the Deputy Commissioner of Police, Security and Anti Hijacking had issued Ex. W1 temporary passes, each for a period of three months. For his evidence that he worked continuously for a period from 4-9-93 to 1-1-97 under the Respondent/Management and for his plea in the Claim Statement that he had completed 240 days of continuous service in a period of 12 calendar months preceding the date of termination, no substantial evidence has been given by the Petitioner in this case. It is the specific evidence of MW1 and the plea of the Respondent in the Counter Statement that the persons like the Petitioner were engaged by the Respondent, Singapore Airlines as Casual Labourers purely on temporary basis for clearance of baggage as and when occasion arises. It is the further evidence of MW1 that the Respondent/Management used to engage Casual Labourers on daily wage basis at the time of heavy arrivals and departures of flights and such employment they used to make on temporary basis and they never used to engage them continuously for a period of 240 days in 12 calendar months. So from these available evidences, it can be said that the allegation of the Petitioner that he had worked for 240 days continuously immediately preceding the date of his non-employment, has not been established. Thus, the Petitioner/Workman has not discharged his burden, though the onus is on him to prove that he had worked 240 days continuously. The Respondent

also in their Counter Statement para 7 has stated that the Respondent/Management emphatically denies that the Petitioner has completed 240 days of continuous service in a period of 12 calendar months. The learned counsel for the Respondent had also argued that the Petitioner has failed to prove with acceptable legal evidence that he had worked for 240 days in a period of 12 calendar months immediately preceding his date of non-employment. Hence, he cannot ask for the relief of reinstatement into service as that of a permanent workman. He had also relied upon a decision of Supreme Court reported as 2002 Factories Journal Report Vol. 100 pg. 397 between Range Forest Officer and S. T. Hadimani. In that case the Supreme Court has held that "since the claim of the workman that he had worked for 240 days was denied by the Management, it is for the workman to lead evidence to show that he had in fact, worked for 240 days and that in the absence of proof of receipt of salary or wages for 240 days or order or record of appointment or engagement for that period, it cannot be concluded that the workman had in fact, worked for 240 days and the onus is on the workman to prove the claim with sufficient records and mere an affidavit is not sufficient." The decision of the Supreme Court in this case is quite applicable to the present case also. From the decision of the Supreme Court in the above mentioned case, it is seen that the contention of the learned counsel for the Petitioner, that the Management has to show that there are justification in termination of service on the ground that the workman had not worked for 240 days, is incorrect. So, under such circumstances, it cannot be said that the Petitioner can claim reinstatement in service as permanent employee with back wages and continuity of service and as contended by the Respondent/Management the Petitioner/Workman cannot claim benefits under Industrial Disputes Act, alleging contravention of Section 25F by the Respondent/Management.

7. The learned counsel for the Respondent/Management had argued that it is the definite stand of the Respondent/Management in their Counter Statement that under the ground handling agreements like Ex. M1 and M2 Air India, the Handling Company, shall provide service personnel for handling baggage in the Respondent's aircraft and occasionally when there are over crowding of passengers or arrival of baggage and if personnel provided by Air India for handling baggage failed to report in time or are absent, the Respondent will engage Casual Labourers like the Petitioner purely on temporary basis for clearance of baggage and the said agreement between with Air India by the Respondent Airlines is not disputed and that these employees like the Petitioner were not supplied as service personnel by Air India

under Ground Handling Agreement, but they were engaged on casual basis at the time of such exigency arises occasionally. This has not been disputed or denied by the Petitioner in the reply statement also. So, under such circumstances, the plea of the Petitioner, that he must be reinstated in service as a permanent employee with back wages by the Respondent, cannot be accepted as a valid claim.

8. The learned counsel for the Petitioner would argue that some juniors to this Petitioner have been retained by the Respondent/Management and it is a clear discrimination of the Respondent/Management in denying employment for the Petitioner and it is against the provisions of Industrial Disputes Act. He would further contend that Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981 is applicable to the Petitioner and as per the provision of that Act, if a workman works for 480 days for 24 calendar months, he can attain permanent status and under Section 9 of that Act, by a notification the State Govt. has got the power to exempt certain establishment and the State Govt. has by its notification exempted Khadi Department and Railways and this establishment of the Respondent can squarely come under sec. 2(3)(c) of that Act. Therefore, the Petitioner ought to have been conferred permanent status and the non-employment of the Petitioner without any prior notice or any reason whatsoever amounts to termination of service of the workman, since it cannot be considered as a punishment inflicted on him by way of disciplinary action and this action will squarely come under Section 2(oo) of Industrial Disputes Act. Hence, the action of the management in denying employment to the Petitioner w.e.f. 1-1-97 is unjustified. For which, the learned counsel for the Respondent would argue that the argument advanced by the learned counsel for the Petitioner quoting the provisions of Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, cannot be accepted because in the Claim Statement no such plea has been taken by the Petitioner and only in the reply statement, the Petitioner has stated that the Respondent has not informed the authorities under the Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act under Rule 6 made thereunder and further the said Act does not apply to this case and the Petitioner has not pleaded specifically about the alleged non-compliance of the provisions of the Tamil Nadu Act by the Respondent/Management in the pleadings. So, it cannot be taken into consideration, since nowhere in the Claim Statement or reply statement, the petitioner has pleaded that the Respondent has not stated that they had displayed in the notice board, the required particulars of that

Act and hence the conferment of permanent status is applicable to him. It is decided by the High Court of Madras in a case reported as 2001 4 LLN 903 that "the allegation which was not pleaded and even if evidence is adduced in that regard cannot be examined because the other side had no notice of it and if such evidence is entertained it would tantamount to granting unfair advantage to the party who had not pleaded his case properly". So, from this it is seen that the argument advanced by the learned counsel for the Petitioner in respect of Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981 as applicable to this case cannot be accepted as correct. Further, there is no evidence to show in this case on the side of the Petitioner that his juniors have been retained by the Respondent/Management in service. Further, as argued by the learned counsel for the Respondent/Management, there is nothing on record to show that the people like this Petitioner had approached the concerned authority and obtained permanent status on the basis of their establishing the fact of continuous work in the Respondent/Management. So, from all these things, it is seen that the Petitioner cannot ask for reinstatement in service. From the available evidence, it is seen that the Petitioner was engaged only as a casual workman by the Respondent/Management as and when occasion arises. So, by the very nature of the employment of the Petitioner, he has no assurance that he would be employed by the Respondent/Management for any specified duration. The persons like Petitioner temporary employment could not be for any period for which they can look forward to assured work from the employer. It is held by the High Court of Madras in a case reported as 2001 3 LLN 807 between L & T McMEIL Ltd. Madras and Presiding Officer, Madras Labour Court and Another that "casual workmen have only to report each day and hope that employment would be provided to them on that day. Their not going to the place of employer will not result in any penalty as they are not assured of work daily. This kind of employment, therefore, cannot be treated on par with the temporary and permanent employment. The employers are not bound to provide work to casual workmen unless they choose to and there is work for the day. Directing reinstatement of casual workman who had worked as such for a relatively short period of time, would only mean that their names would once again be included in the list of casual workmen putting them in the same position they were earlier, where they would only report for the employment with the hope being providing with the work and no more." This observation of the High Court of Madras in the above cited case is applicable to the facts of this case also,

9. The learned counsel for the Respondent/Management had argued that the Petitioner/Workman for the above mentioned reasons cannot be given reinstatement in service and the question of payment of retrenchment compensation does not arise, since the Petitioner has not established that he had worked for a continuous period of 240 days in 12 calendar months immediately prior to his non-employment. On the basis of the available materials in this case, the argument advanced by the learned counsel for the Respondent/Management can be accepted as correct. Under such circumstances, it can be concluded that the action of the Respondent/Management, Singapore Airlines, Chennai, in denying employment to the Petitioner/Workman Sri D. Shashi kumar w.e.f. 1-1-1997 is justified and hence the concerned workman is not entitled to any relief. Thus, the point is answered accordingly.

10. In the result, an Award is passed holding that the I Party/Workman Sri D. Shashikumar is not entitled for any relief. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 24th May, 2002.)

K. KARTHIKEYAN, Presiding Officer,

Witness Examined :

For the I Party/Workman : Sri D. Sashi Kumar
For the II Party/Management : MW1 Shri R. Srinivasan

Exhibits marked :—

For I Party/Workman:—

W1(1) 08-09-94 Xerox copy of the temporary pass for three months issued to the Petitioner by the Dy. Commissioner of Police, Security & Anti Hijacking, Madras Airport.

(2) 30-10-96 Xerox copy of the temporary pass for three months issued to the Petitioner by the Dy. Commissioner of Police, Security & Anti Hijacking, Madras Airport.

For the II Party/Management :

M1 08-09-94 Xerox copy of the Standard Ground Handling Agreement entered into by the Respondent/Management With the Air India.

M2 Nil Xerox copy of the Ground Handling agreement valid from 1-4-88as Annexure B-4.1.1.

नई दिल्ली, 11 जून, 2002

का.आ. 2180.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार में, सिंगापुर एयरलाइंस के प्रबंधन के संघर्ष नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नई के पंचाट (संदर्भ संख्या 115/2001 (टी. एन.-आई.डी. 69/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-6-2002 को प्राप्त हुआ था।

[फा.सं. एन-11012/96/98-आई.आर. (सी-1)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 11th June, 2002

S.O. 2180.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref No. 115/2001 (TNID 69/99)) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Singapore Airlines and their workman, which was received by the Central Government on 5-6-2002.

[F. No. L-11012/96/98-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, CHENNAI

Friday, the 24th May, 2002

PRESENT :

K. Karthikeyan, Presiding Officer.

Industrial Dispute No. 115/2001

(Tamil Nadu State Industrial Tribunal I. D.

No. 69/99)

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri G. Anandan and the Management of Singapore Airlines, Chennai).

BETWEEN

Sri G. Anandan.

.. I Party/Workman.

AND

The Station Master,
Singapore Airlines,
Chennai.

... II Party/Management.

APPEARANCES :

For the Workman : Sri S. Vaidyanathan and
W. T. Prabhakar, Advocates.

For the Management : M/s. King and Patridge,
Advocates.

The Government of India, Ministry of Labour in exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947), have referred the concerned dispute for adjudication vide Order No. L-11012/96/98/IR(C-1) dated 30-3-1999.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai where it was taken on file as I.D. No. 69/99. When the matter was pending enquiry in that Tribunal, as per the orders of the Central Government, Ministry of Labour this case has also been transferred from the file of Tamil Nadu State Industrial Tribunal to this Tribunal for adjudication. On receipt of records from that Tamil Nadu State Industrial Tribunal, this case has been taken on file as I.D. No. 115/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 31-1-2001 with their respective parties and to prosecute this case further. Accordingly, the learned counsel on either side along with their respective parties have appeared and prosecuted this case. The Claim Statement of the I Party/Workman, Counter Statement of the II Party/Management and the reply statement for the I Party/Workman were filed, when this matter was pending before the Tamil Nadu State Industrial Tribunal itself.

When the matter came up before me for final hearing on 3-4-2002, upon perusing the Claim Statement, Counter Statement, the reply statement, the other material papers on record, the oral and documentary evidence let in on either side, after hearing the arguments advanced by the learned counsel on either side, and this matter having stood over till this date for consideration, this Tribunal has passed the following:—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Government for adjudication by this Tribunal is as follows:—

“Whether the action of the management of Singapore Airlines, Chennai, in denying employment to Sri G. Anandan w.e.f. 1-1-97 is justified? If not justified, to what relief the workman is entitled?”

2. The averments in the Claim Statement filed by the I Party/Workman Sri G. Anandan (hereinafter refers to as Petitioner) are briefly as follows:—

The Petitioner joined the services of the Singapore Airlines as a loader on 19-9-1990. His duties as a loader was to load and unload the baggage in the Aircraft. He was also asked to work as Baggage Identification Staff. At present, Singapore Airlines is operating six flights from Madras to Singapore. The Petitioner was denied employment w.e.f. 1-1-97. He had completed 240 days of continuous service in a period of 12 calendar months preceding the date of his termination from service. The action of the II Party/Management Singapore Airlines (hereinafter refers to as Respondent) amounts to retrenchment. The Respondent has not paid the Petitioner retrench-

ment compensation and as such, such termination is bad for non-compliance of Section 25F of Industrial Disputes Act, 1947. The Petitioner was not given any notice in writing or wages in lieu of notice. The Respondent had recruited fresh hands and maintained his juniors in service. As such, the action of the Respondent is in violation of Sections 25G and H of the Industrial Disputes Act, 1947. The Respondent has not issued any charge sheet nor conducted any enquiry before terminating the Petitioner. The working hours of the Petitioner under the Respondent was from 7.00 p.m. to 3.00 a.m. in the following day. On the days when the flights were delayed, the Petitioner was asked to work over-time and was also paid over-time wages. Tuesday was the weekly off and the Petitioner was paid wages for that day also. The Respondent paid the Petitioner monthly wages. The Petitioner had signed the attendance register maintained by the Respondent. The signature of the Petitioner was obtained by the Respondent in the wage register maintained by them for payment of wages. All these documents to establish that the Petitioner had rendered continuous service without break. His last drawn wages was Rs. 27 per day and the wages was paid on monthly basis. The action of the Respondent amounts to victimisation, colourable exercise of power, mala fide unfair labour practice, contrary to the provisions of the Industrial Disputes Act, 1947 and is illegal. The action of the Respondent in striking the name of the Petitioner from the muster roll amounts to retrenchment/termination. In spite of several requests made by the Petitioner, the Respondent did not provide the Petitioner employment. Hence, the Petitioner raised an industrial dispute before the Assistant Labour Commissioner (Central), Madras, which ended in a failure and ultimately the Government has referred this dispute to this Tribunal for adjudication. Hence, it is prayed that his Hon'ble Tribunal may be pleased to pass an award holding the non-employment of the Petitioner w.e.f. 1-1-1997 is not justified and consequently, direct the Respondent to reinstate the Petitioner as a permanent employee with back wages, continuity of service and other attendant benefits.

3. The averments in the Counter Statement filed by the II Party/Management, Singapore Airlines (hereinafter refers to as Respondent) are briefly as follows:—

A Ground Handling Agreement was entered into between M/s. Singapore Airlines and Air India in the year 1988, which was renewed from time to time. The Annexure B clause 4.2 of the agreement states that M/s. Air India, the handling company shall provide service personnel for handling baggage in the Respondent's aircrafts. Under above agreement, the Respondent is only referred to as the 'Carrier' and Air India as 'Handling Company'. Occasionally, when there are over crowding of passengers or arrival of baggage and if a personnel provided by Air India for handling baggage failed to report in time or as absent, the Respondent will engage Casual Labourers purely on temporary basis for clearance of baggage, which will amount to an implied contractual engagement. Neither the Petitioner/Workman nor similarly placed persons claiming employment with the Respondent have ever been engaged on regular basis. The Respondent does not maintain any records relating to

temporary/casual engagements, since such engagements arise occasionally. Such temporary engagement of Casual Labourers by the Respondent occasionally will not vest any right on the Petitioner/Workman to claim benefits under Industrial Disputes Act, 1947 alleging contravention of Section 25F of the said Act. Temporary, contractual engagements of Casual Labourers if at all will only fall within the ambit of Section 2(oo)(bb) of the Industrial Disputes Act, 1947, which is an exception to retrenchment. Hence, the non-employment of the Petitioner/Workman did not amount to retrenchment and he cannot claim any relief from the Respondent/Management under Industrial Disputes Act, much less retrenchment compensation or re-employment. In as much as, personnel for handling baggage for the aircrafts are provided by Air India, the Respondent/Management is not liable to give employment to the Petitioner. Neither the Petitioner nor similarly placed persons before the authority were engaged in any vacancy or post. There is no vacancy or post available with the Respondent to offer employment to the Petitioner/Workman. The claim of the Petitioner/Workman is stale barred by latches and as such, the Petitioner is not entitled to seek benefits under Industrial Disputes Act from the Respondent herein. The Petitioner was not engaged by the Respondent/Management as a loader w.e.f. 19th September, 1990. There is no nexus of employee and employer relationship between the Petitioner and the management. In the absence of any positive proof for the relationship between the Petitioner and the Respondent/Management as employee and employer, the Petitioner cannot maintain this industrial dispute alleging non-employment. Hence, it is liable to be dismissed. The Petitioner was engaged purely on a temporary basis, casual to meet the exigencies which will amount to an implied contract at the best. Hence, such engagement falls within the definition of Section 2(oo)(bb) of Industrial Disputes Act, 1947 and the question of illegal termination does not arise much less retrenchment. The Petitioner has come forward with this Claim Statement alleging non-employment with an ulterior motive and mala fide intention only to harass the Respondent for seeking monetary benefits. The alleged non-compliance of Sections 25F, 25G and H of the Industrial Disputes Act, 1947 are all untenable and cannot be sustained. The question of issuing charge sheet and conducting enquiry will not arise to the facts of this case. The averments of the Petitioner that he worked from 7.00 p.m. to next day 3.00 a.m. and he was paid over-time wages, when he was asked to work over-time and that he was given weekly off on Tuesday with wages and he was paid monthly wages are all denied as false. The Respondent/Management does not maintain any attendance register or wage register for persons other than its permanent employees. The averment of the Petitioner that he had rendered continuous service without any break is denied. The allegation of the Petitioner that he was paid Rs. 27 per day as wages clearly proves that he was a Casual Labour engaged to meet exigencies temporarily. The claim of the Petitioner is ill-founded, misconceived, untenable and consequently, the Petitioner is not entitled to any relief much less, reinstatement in service, back wages, continuity of service and attendant benefits. Hence, it is prayed that this industrial dispute raised by the Petitioner may be dismissed.

4. The Petitioner has filed a reply statement. The averments in the reply statement are briefly as follows:—

The Petitioner is not aware of any contract or agreement between Air India and the Respondent. In any event, the Petitioner was continuously working without any break and he was getting salary from the Respondent directly. The Respondent has not informed the authorities and the Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981 and rule 6 made thereunder. It is incorrect to state that there are vacancies or posts available with the Respondent to offer employment to the Petitioner. The delay in approaching Labour Court is not fatal as it is decided by the Madras High Court in a case reported as 1999 3 LLN 293 Cheran Transport Corporation's case. There exists master and servant relationship. The Petitioner is entitled to the relief as prayed for.

5. When the matter was taken up for enquiry, the Petitioner has chosen to examine himself as WW1 and has marked eighteen documents as Ex. W1 series (1 to 18). On the side of the Respondent/Management, one common witness has been examined as MW1 and two documents have been marked as Exs. M1 and M2. The learned counsel on either side have advanced their respective arguments.

6. The point for my consideration is—

“Whether the action of the management of Singapore Airlines, Chennai in denying employment to Sri G. Anandan w.e.f. 1-1-1997 is justified? If not justified, to what relief the workman is entitled?”

POINT :—

It is the case of the Petitioner that he joined the services of the Singapore Airlines as a loader on 19-9-90 and he was illegally denied employment w.e.f. 1-1-97 and that he had completed 240 days of continuous service in the period of 12 calendar months preceding the date of illegal termination and that he was not paid retrenchment compensation and he was not given any notice in writing or wages in lieu of notice and hence such termination is bad for non-compliance of Section 25F of Industrial Disputes Act. The Respondent/Management would contend that a ground handling agreement was entered into between the Respondent and the Air India in the year 1988 which was renewed from time to time and that M/s. Air India, the Handling Company shall provide service personnel for handling baggage in the Respondent's Aircraft and that occasionally when there are over crowding of passengers or arrival of baggage and if personnel provided by the Air India for handling baggage failed to report in time or absent, the Respondent will engage Casual Labourers purely on temporary basis for clearance of baggage which would amount to an implied contractual engagement and hence, the workman like Petitioner have never been engaged on a regular basis and such temporary engagement of Casual Labourers by the Regional occasionally will not vest any right on the Petitioner/Workman to claim benefits under Industrial Disputes Act alleging contravention of Section 25F of Industrial Disputes

It is further alleged that the non-employment of the Petitioner/Workman did not amount to re-employment and he cannot claim any relief from the management under the Industrial Disputes Act much less reinstatement compensation or re-employment. The Petitioner has examined himself as WW1 and has marked engined documents, temporary passes issued for the specific period mentioned therein as Ex. W1 series. On the side of the Management, Assistant Station Manager in the Respondent/Management has been examined as MW1 and two documents have been marked as Ex. M1 and M2 as Standard Ground Handling Agreement between the Respondent and the Air India. The xerox copy of one such agreement for the period 1990 to 1992 is Ex. M1 and the xerox copy of another agreement valid from 1-4-88 is Ex. M2. It is the evidence of WW1 that he worked for nearly 260 days. In the cross examination he has admitted that Singapore Airlines did not give him appointment order and he cannot say for how many days he worked in Singapore Airlines on the daily wages of Rs. 27. From the temporary passes Ex. W1 series he filed into Court, it is clearly seen that he was employed only as a casual workman intermittently and he had not employed by the Respondent Singapore Airlines continuously. This supports the stand taken by the Respondent/Management that the Petitioner's services were utilised as a casual workman as and when the exigency arises. In the Claim Statement the Petitioner has not given any particulars about the days he worked under Respondent/Management as a loader and also as a baggage identification staff. He has simply stated in his Claim Statement that he had completed 240 days of continuous service in the period of 12 calendar months preceding the date of illegal termination. Except filing Ex. W1 series, the Xerox copies of temporary passes issued to him by the Bureau of Civil Aviation Security for the period mentioned therein, the petitioner has not proved his plea about his alleged period of service under the respondent by acceptable, legal evidence. It is his admission that for attending the work as a loader in the Madras Airport, the Deputy Commissioner of Police, Security and Anti Hijacking had issued Ex. W1 series temporary passes, each for a period mentioned therein. For his evidence that he worked continuously for nearly 260 days under the Respondent/Management and for his plea in the Claim Statement that he had completed 240 days of continuous service in a period of 12 calendar months preceding the date of termination, no substantial documentary evidence has been filed by the Petitioner in this case. It is the specific evidence of MW1 and the plea of the Respondent in the Counter Statement that the persons like the Petitioner were engaged by the Respondent, Singapore Airlines as Casual Labourers purely on temporary basis for clearance of baggage as and when occasion arises. It is the further evidence of MW1 that the Respondent/Management used to engage Casual Labourers on daily wage basis at the time of heavy arrivals and departures of flights and such employment they used to make on temporary basis and they never used to engage them continuously for a period of 240 days in 12 calendar months. So from these available evidences, it can be said that the allegation of the Petitioner that he had worked for 240 days continuously immediately preceding the date of his non-employment

has not been established. Thus, the Petitioner/Workman has not discharged his burden, though the onus is on him to prove that he had worked 240 days continuously. The Respondent also in their Counter Statement para 7 has stated that the Respondent/Management emphatically denies that the Petitioner has completed 240 days of continuous service in a period of 12 calendar months. The learned counsel for the Respondent had also argued that the Petitioner has failed to prove with acceptable legal evidence that he had worked for 240 days in a period of 12 calendar months immediately preceding his date of non-employment. Hence, he cannot ask for the relief of re-instatement into service as that of a permanent workman. He has also relied upon a decision of Supreme Court reported as 2002 FACTORIES JOURNAL REPORT Vol. 100 pg. 397 between RANGE FOREST OFFICER and S. T. HADIMANI. In that case the Supreme Court has held that "since the claim of the workman that he had worked for 240 days was denied by the Management, it is for the workman to lead evidence to show that he had in fact, worked for 240 days and that in the absence of proof of receipt of salary or wages for 240 days or order or record of appointment or engagement for that period, it cannot be concluded that the workman had in fact, worked for 240 days and the onus is on the workman to prove the claim with sufficient records and mere an affidavit is not sufficient." The decision of the Supreme Court in this case is quite applicable to the present case also. From the decision of the Supreme Court in the above mentioned case, it is seen that the contention of the learned counsel for the Petitioner, that the Management has to show that there are justification in termination of service on the ground that the workman had not worked for 240 days, is incorrect. So, under such circumstances, it cannot be said that the Petitioner can claim reinstatement in service as permanent employee with back wages and continuity of service and as contended by the Respondent/Management the Petitioner/Workman cannot claim benefits under Industrial Disputes Act, alleging contravention of Section 25F by the Respondent/Management.

7. The learned counsel for the Respondent/Management had argued that it is the definite stand of the Respondent/Management in their Counter Statement that under the ground handling agreements like Ex. M1 and M2 Air India, the Handling Company, shall provide service personnel for handling baggage in the Respondent's aircraft and occasionally when there are over crowding of passengers or arrival of baggage and if personnel provided by Air India for handling baggage failed to report in time or are absent. The Respondent will engage Casual Labourers like the Petitioner purely on temporary basis for clearance of baggage and the said agreement between with Air India by the Respondent Airlines is not disputed and that these employees like the Petitioner were not supplied as service personnel by Air India under Ground Handling Agreement, but they were engaged on casual basis at the time of such exigency arises occasionally. This has not been disputed or denied by the Petitioner in the reply statement also. So, under such circumstances, the plea of the Petitioner, that he must be reinstated in service as a permanent employee with back wages by the Respondent, cannot be accepted as a valid claim.

8. The learned counsel for the Petitioner would argue that some juniors to this Petitioner have been

retained by the Respondent/Management and it is a clear discrimination of the Respondent/Management in denying employment to the Petitioner and it is against the provisions of Industrial Disputes Act. The learned counsel contend that Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981 is applicable to the Petitioner and as per the provision of that Act, if a workman works for 480 days for 240 calendar months, he can attain permanent status and under section 9 of that Act, by a notification the State Govt. has got the power to exempt certain establishment and the State Govt. has by its notification exempted Knadi Department and Railways and this establishment of the Respondent can squarely come under sec. 2(3)(c) of that Act. Therefore, the Petitioner ought to have been conferred permanent status and the non-employment of the Petitioner without any prior notice or any reason whatsoever amounts to termination of service of the workman, since it cannot be considered as a punishment inflicted on him by way of disciplinary action and this action will squarely come under Section 2(oo) of Industrial Disputes Act. Hence, the action of the management in denying employment to the Petitioner w.e.f. 1-1-97 is unjustified. For which, the learned counsel for the Respondent would argue that the argument advanced by the learned counsel for the Petitioner quoting the provisions of Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, cannot be accepted because in the Claim Statement no such plea has been taken by the Petitioner and only in the reply statement, the Petitioner has stated that the Respondent has not informed the authorities under the Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act under Rule 6 made thereunder and further the said Act does not apply to this case and the Petitioner has not pleaded specifically about the alleged non-compliance of the provisions of the Tamil Nadu Act by the Respondent/Management in the pleadings. So, it cannot be taken into consideration, since nowhere in the Claim Statement or reply statement, the petitioner has pleaded that the Respondent has not stated that they had displayed in the notice board, the required particulars of that Act and hence the conferment of permanent status is applicable to him. It is decided by the High Court of Madras in a case reported as 2001 4 LLN 903 that "the allegation which was not pleaded and even if evidence is adduced in that regard cannot be examined because the other side had no notice of it and if such evidence is entertained it would tantamount to granting unfair advantage to the party who had not pleaded his case properly". So, from this it is seen that the argument advanced by the learned counsel for the Petitioner in respect of Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981 as applicable to this case cannot be accepted as correct. Further, there is no evidence to show in this case on the side of the Petitioner that his juniors have been retained by the Respondent/Management in service. Further, as argued by the learned counsel for the Respondent/Management, there is nothing on record to show that the people like this Petitioner had approached the concerned authority and obtained permanent status on the basis of their establishing the fact of continuous work in the Respondent/Management. So, from all these things, it is seen that the Petitioner cannot ask for reinstatement in

service. From the available evidence, it is seen that the Petitioner was engaged only as a casual workman by the Respondent/Management as and when occasion arises. So by the very nature of the employment of the Petitioner, he has no assurance that he would be employed by the Respondent/Management for any specified duration. The persons like Petitioner temporary employment could not be for any period for which they can look forward to assured work from the employer. It is held by the High Court of Madras in a case reported as 2001 3 LLN 807 between L & T MINEIL LTD. MADRAS and PRESIDING OFFICER, MADRAS LABOUR COURT AND ANOTHER that "casual workmen have only to report each day and hope that employment would be provided to them on that day. Their not going to the place of employer will not result in any penalty as they are not assured of work daily. This kind of employment, therefore, cannot be treated on par with the temporary and permanent employment. The employers are not bound to provide work to casual workmen unless they choose to and there is work for the day. Directing reinstatement of casual workman who had worked as such, for a relatively short period of time, would only mean that their names would once again be included in the list of casual workmen putting them in the same position they were earlier, where they would only report for the employment with the hope being providing with the work and no more." This observation of the High Court of Madras in the above cited case is applicable to the facts of this case also.

9. The learned counsel for the Respondent/Management had argued that the Petitioner/Workman for the above mentioned reasons cannot be given reinstatement in service and the question of payment of retrenchment compensation does not arise, since the Petitioner has not established that he had worked for a continuous period of 240 days in 12 calendar months immediately prior to his own non-employment. On the basis of the available materials in this case, the argument advanced by the learned counsel for the Respondent/Management can be accepted as correct. Under such circumstances, it can be concluded that the action of the Respondent/Management, Singapore Airlines, Chennai, in denying employment to the Petitioner/Workman Sri G. Anandan w.e.f. 1-1-1997 is justified and hence the concerned workman is not entitled to any relief. Thus, the point is answered accordingly.

10. In the result, an Award is passed holding that the I Party/Workman Sri G. Anandan is not entitled for any relief. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 24th May, 2002).

K. KARTHIKEYAN, Presiding Officer

Witness Examined :

For the I Party/Workman : WW Shri G. Anandan

For the II Party/Management : MW1 Shri R. Srinivasan

Exhibits marked :

For the I Party/Workman :—

Ex. No. Date Description

- W1(1) 17-05-90 Xerox copy of the temporary pass for three months issued to the Petitioner by the Dy. Commissioner of Police, Security & Anti Hijacking, Madras Airport.
- (2) 23-08-90 Xerox copy of the temporary pass for three months issued to the Petitioner by the Dy. Commissioner of Police, Security & Anti Hijacking, Madras Airport.
- (3) 07-12-90 Xerox copy of the temporary pass for three months issued to the Petitioner by the Dy. Commissioner of Police, Security & Anti Hijacking, Madras Airport.
- (4) 07-05-92 Xerox copy of the temporary pass for three months issued to the Petitioner by the Dy. Commissioner of Police, Security & Anti Hijacking, Madras Airport.
- (5) 03-08-92 Xerox copy of the temporary pass for three months issued to the Petitioner by the Dy. Commissioner of Police, Security & Anti Hijacking, Madras Airport.
- (6) 03-11-92 Xerox copy of the temporary pass for three months issued to the Petitioner by the Dy. Commissioner of Police, Security & Anti Hijacking, Madras Airport.
- (7) 05-02-93 Xerox copy of the temporary pass for three months issued to the Petitioner by the Dy. Commissioner of Police, Security & Anti Hijacking, Madras Airport.
- (8) 04-05-93 Xerox copy of the temporary pass for three months issued to the Petitioner by the Dy. Commissioner of Police Security & Anti Hijacking, Madras Airport.
- (9) 02-08-93 Xerox copy of the temporary pass for three months issued to the Petitioner by the Dy. Commissioner of Police Security & Anti Hijacking, Madras Airport.
- (10) 03-11-93 Xerox copy of the temporary pass for three months issued to the Petitioner by the Dy. Commissioner of Police, Security & Anti Hijacking, Madras Airport.

- (11) 30-01-94 Xerox copy of the temporary pass for three months issued to the Petitioner by the Dy. Commissioner of Police, Security & Anti Hijacking, Madras Airport.
- (12) 05-02-94 Xerox copy of the temporary pass for three months issued to the Petitioner by the Dy. Commissioner of Police, Security & Anti Hijacking, Madras Airport.
- (13) 04-05-94 Xerox copy of the temporary pass for three months issued to the Petitioner by the Dy. Commissioner of Police, Security & Anti Hijacking, Madras Airport.
- (14) 03-07-94 Xerox copy of the temporary pass for three months issued to the Petitioner by the Dy. Commissioner of Police, Security & Anti Hijacking, Madras Airport.
- (15) 04-07-95 Xerox copy of the temporary pass for three months issued to the Petitioner by the Dy. Commissioner of Police, Security & Anti Hijacking, Madras Airport.
- (16) 23-05-96 Xerox copy of the temporary pass for three months issued to the Petitioner by the Dy. Commissioner of Police, Security & Anti Hijacking, Madras Airport.
- (17) 10-09-96 Xerox copy of the temporary pass for three months issued to the Petitioner by the Dy. Commissioner of Police, Security & Anti Hijacking, Madras Airport.
- (18) 11-10-95 Xerox copy of the temporary pass to
13-10-95 for 2 days each issued to the
06-09-96 Petitioner by the Dy. Commissioner of Police, Security & Anti
to Hijacking, Madras Airport.
08-09-96

For the II Party/Management :

- M1 08-09-94 Xerox copy of the Standard Ground Handling Agreement entered into by the Respondent/Management With the Air India.
- M2 Nil Xerox copy of the Ground Handling agreement valid from 1-4-88 as Annexure B-4-1-1,

नई दिल्ली, 11 जून, 2002

1. — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. सिंगापुर एयरलाइंस के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चेन्नई के पंचाट (संदर्भ सख्या 114/2001.टी.एन. आई.बी. 68 99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-6-2002 को प्राप्त हुआ था।

[फा.एस-11012/97/98-आई.आर. (सी-1)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 11th June, 2002

S.O. 2181.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 114/2001 (TNID 68/99) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Singapore Airlines and their workman, which was received by the Central Government on 5-6-2002.

[F. No. L-11012/97/98-IR(C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Friday, the 24th May, 2002

PRESENT :

K. KARTHIKEYAN,
Presiding Officer.

INDUSTRIAL DISPUTE NO. 114/2001

(Tamil Nadu State Industrial Tribunal I.D. No. 68/99)
(In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri L. Kugan and the Management of Singapore Airlines, Chennai)

BETWEEN

Sri L. Kugan, .. I Party/Workman

AND

The Station Master, .. II Party/Management
Singapore Airlines,
Chennai.

APPEARANCE :

For the Workman : Sri S. Vaidyanathan &

W. T. Prabhakar, Advocates.

For the Management : M/s. King & Patridge, Advocates

The Government of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and Sub-section (2A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947), have referred the concerned dispute for adjudication vide Order No. L-11012/97/98-IR(C-I) dated 30-03-1999.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai where it was taken on file as I.D. No. 68/99. When the matter was pending enquiry in that Tribunal, as per the orders of the Central Government, Ministry of Labour this case has also been transferred from the file of Tamil Nadu State Industrial Tribunal to this

Tribunal for adjudication. On receipt of records from that Tamil Nadu State Industrial Tribunal, this case has been taken on file as I.D. No. 114/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal with a direction to appear before this Tribunal on 31-01-2001 with their respective parties and to prosecute this case further. Accordingly, the learned counsel on either side along with their respective parties have appeared and prosecuted this case. The Claim Statement of the I Party/Workman, Counter Statement of the II Party/Management and the reply statement for the I Party/Workman were filed, when this matter was pending before the Tamil Nadu State Industrial Tribunal itself.

When the matter came up before me for final hearing on 03-04-2002, upon perusing the Claim Statement, Counter Statement, the reply statement, the other material papers on record, the oral and documentary evidence let in on either side, after hearing the arguments advanced by the learned counsel on either side, and this matter having stood over till this date for consideration, this Tribunal has passed the following :—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Government for adjudication by this Tribunal is as follows :—

"Whether the action of the management of Singapore Airlines, Chennai, in denying employment to Sri L. Kugan w.e.f. November, 1994 is justified or not? If not justified, to what relief the workman is entitled?"

2. The averments in the Claim Statement filed by the I Party/Workman Sri L. Kugan (hereinafter refers to as Petitioner) are briefly as follows :—

The Petitioner joined the services of the Singapore Airlines as a Baggage Identification staff in December, 1993. At present, Singapore Airlines is operating six flights from Madras to Singapore. The Petitioner was denied employment from November, 1994. He had completed 240 days of continuous service in a period of 12 calendar months preceding the date of his termination from service. The action of the II Party/Management Singapore Airlines (hereinafter refers to as Respondent) amounts to retrenchment. The Respondent has not paid the Petitioner retrenchment compensation and as such, such termination is bad for non-compliance of Section 25F of Industrial Disputes Act, 1947. The Petitioner was not given any notice in writing or wages in lieu of notice. The Respondent had recruited fresh hands and maintained his juniors in service. As such, the action of the Respondent is in violation of Section 25G and 25H of the Industrial Disputes Act, 1947. The Respondent has not issued any charge sheet nor conducted any enquiry before terminating the Petitioner. The working hours of the Petitioner under the Respondent was from 7.00 p.m. to 03.00 a.m. in the following day. On the days when the flights were delayed, the Petitioner was asked to work over-time and was also paid over-time wages. Tuesday was the weekly off and the Petitioner was paid wages for that day also. The Respondent paid the Petitioner monthly wages. The Petitioner had signed the attendance register maintained by the Respondent. The signature of the Petitioner was obtained by the Respondent in the wage register maintained by them for payment of wages. All these documents to establish that the Petitioner had rendered continuous service without break. His last drawn wages were Rs. 37 per day and the wages was paid on monthly basis. The action of the Respondent amounts to victimisation, colourable exercise of power, mala fide, unfair labour practice, contrary to the provisions of the Industrial Disputes Act, 1947 and is illegal. The action of the Respondent in striking the name of the Petitioner from the muster roll amounts to retrenchment/termination. In spite of several requests made by the Petitioner, the Respondent did not provide the Petitioner employment. Hence, the Petitioner raised an industrial dispute before the Assistant Labour Commissioner (Central), Madras, which ended in a failure and ultimately the Government has referred this dispute to this Tribunal for adjudication. Hence, it is prayed that this Hon'ble Tribunal may be pleased to pass an award holding the non-employment of the Petitioner from November, 1994 is not justified and consequently, direct the Respondent to reinstate the Petitioner as a permanent employee with back wages, continuity of service and other attendant benefits.

3. The averments in the Counter Statement filed by the II Party/Management, Singapore Airlines (hereinafter refers to as Respondent) are briefly as follows :—

A Ground Handling Agreement was entered into between M/s. Singapore Airlines and Air India in the year 1988, which was renewed from time to time. The Annexure B clause 4.2 of the agreement states that M/s. Air India, the handling company shall provide service personnel for handling baggage in the Respondent's aircrafts. Under above agreement, the Respondent is referred to as the "Carrier" and Air India as "Handling Company". Occasionally, when there are over crowding of passengers or arrival of baggage and if a person provided by Air India for handling baggage failed to report in time or is absent, the Respondent will engage Casual Labourers purely on temporary basis for clearance of baggage, which will amount to an implied contractual engagement. Neither the Petitioner/Workman nor similarly placed persons claiming employment with the Respondent have ever been engaged on regular basis. The Respondent does not maintain any records relating to temporary/casual engagements, since such engagements arise occasionally. Such temporary engagement of Casual Labourers by the Respondent occasionally will not vest any right on the Petitioner/Workman to claim benefits under Industrial Disputes Act, 1947 alleging contravention of Section 25F of the said Act. Temporary, contractual engagements of Casual Labourers if at all will only fall within the ambit of Section 2(oo)(bb) of the Industrial Disputes Act, 1947, which is an exception to retrenchment. Hence, the non-employment of the Petitioner/Workman did not amount to retrenchment and he cannot claim any relief from the Respondent/Management under Industrial Disputes Act, much less retrenchment compensation or re-employment inasmuch as, personnel for handling baggage for the aircrafts are provided by Air India, the Respondent/Management is not liable to give employment to the Petitioner. Neither the Petitioner nor similarly placed persons before the authority were engaged in any vacancy or post. There is no vacancy or post available with the Respondent to offer employment to the Petitioner/Workman. The claim of the Petitioner/Workman is stale barred by laches and as such, the Petitioner is not entitled to seek benefits under Industrial Disputes Act from the Respondent herein. The Petitioner was not engaged by the Respondent/Management as a Baggage Identification staff in December, 1993. There is no nexus of employee and employer relationship between the Petitioner and the management. In the absence of any positive proof for the relationship between the Petitioner and the Respondent/Management as employee and employer, the Petitioner cannot maintain this industrial dispute alleging non-employment. Hence, it is liable to be dismissed. The Petitioner was engaged purely on a temporary basis, casual to meet the exigencies which will amount to an implied contract at the best. Hence, such engagement falls within the definition of Section 2(oo)(bb) of Industrial Disputes Act, 1947 and the question of illegal termination does not arise much less retrenchment. The Petitioner has come forward with this Claim Statement alleging non-employment with an ulterior motive and mala fide intention only to harass the Respondent for seeking monetary benefits. The alleged non-compliance of Section 25F, 25G and H of the Industrial Disputes Act, 1947 are all untenable and cannot be sustained. The question of issuing charge sheet and conducting enquiry will not arise to the facts of this case. The averments of the Petitioner that he worked from 7.00 p.m. to next day 3.00 a.m. and he was paid over-time wages, when he was asked to work over-time and that he was given weekly off on Tuesday with wages and he was paid monthly wages are all denied as false. The Respondent/Management does not maintain any attendance register or wage register for persons other than its permanent employees. The averment of the Petitioner that he had rendered continuous service without any break is denied. The allegation of the Petitioner that he was paid Rs. 37 per day as wages clearly proves that he was a Casual Labourer engaged to meet exigencies temporarily. The claim of the Petitioner is ill-founded, misconceived, untenable and consequently, the Petitioner is not entitled to any relief much less, reinstatement in service, back wages, continuity of service and attendant benefits. Hence, it is prayed that this industrial dispute raised by the Petitioner may be dismissed.

4. The Petitioner has filed a reply statement. The averments in the reply statement are briefly as follows :—

The Petitioner is not aware of any contract or agreement between Air India and the Respondent. In any event, the 1915 GI/2002—43.

Petitioner was continuously working without any break and he was getting salary from the Respondent directly. The Respondent has not informed the authorities and the Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981 and Rule 6 made thereunder. It is incorrect to state that there are vacancies or posts available with the Respondent to offer employment to the Petitioner. The delay in approaching Labour Court is not fatal as it is decided by the Madras High Court in a case reported as 1999 3 LLN 293 Cheran Transport Corporation's case. There exists master and servant relationship. The Petitioner is entitled to the relief as prayed for.

5. When the matter was taken up for enquiry, the Petitioner has chosen to examine himself as WW1 and has marked two documents as Ex. W1 series (1 & 2). On the side of the Respondent/Management one witness has been examined as MW1 and two documents have been marked as Ex. M1 and M2. The learned counsel on either side have advanced their respective arguments.

6. The point for my consideration is—

"Whether the action of the management of Singapore Airlines, Chennai, in denying employment to Sri L. Kugan w.e.f. November, 1994 is justified or not? If not justified, to what relief the workman is entitled?"

Point :—

It is the case of the Petitioner that he joined the services of the Singapore Airlines as a Baggage Identification staff in December, 1993 and he was illegally denied employment from November, 1994 and that he had completed 240 days of continuous service in the period of 12 calendar months preceding the date of illegal termination and that he was not paid retrenchment compensation and he was not given any notice in writing or wages in lieu of notice and hence such termination is bad for non-compliance of Section 25F of Industrial Disputes Act. The Respondent/Management would contend that a ground handling agreement was entered into between the Respondent and the Air India in the year 1988 which was renewed from time to time and that M/s. Air India, the Handling Company shall provide service personnel for handling baggage in the Respondent's Aircraft and that occasionally when there are over crowding of passengers or arrival of baggage and if personnel provided by the Air India for handling baggage failed to report in time or absent, the Respondent will engage Casual Labourers purely on temporary basis for clearance of baggage which would amount to an implied contractual engagement and hence, the workman like Petitioner have never been engaged on a regular basis and such temporary engagement of Casual Labourers by the Respondent occasionally will not vest any right on the Petitioner/Workman to claim benefits under Industrial Disputes Act alleging contravention of Section 25F of Industrial Disputes Act. It is further alleged that the non-employment of the Petitioner/Workman did not amount to retrenchment and he cannot claim any relief from the management under the Industrial Disputes Act much less retrenchment compensation or re-employment. The Petitioner has examined himself as WW1 and has marked two documents, temporary passes each issued for a period of three months as Ex. W1 series. On the side of the Management, Assistant Station Manager in the Respondent/Management has been examined as MW1 and two documents have been marked as Ex. M1 and M2 as Standard Ground Handling Agreement between the Respondent and the Air India. The xerox copy of one such agreement for the period 1990 to 1992 is Ex. M1 and the xerox copy of another agreement valid from 1-4-1988 is Ex. M2. It is the evidence of WW1 that he worked continuously from 31-12-1993 to 24-11-1994. In the cross examination he has admitted that Singapore Airlines did not give him appointment order and he cannot say for how many days he worked in Singapore Airlines. It is his admission in the cross examination that he was paid wages at the rate of Rs. 27 per day on monthly basis though he has stated in his Claim Statement that his last drawn wages was Rs. 37 per day. In the Claim Statement also the Petitioner has not given any particulars about the days he worked under Respondent/Management as a baggage identification staff. He has simply stated in his Claim Statement that he had completed 240 days of continuous service in the period of 12 calendar months preceding the date of illegal termination. Except filing Ex. W1 series, the Xerox copies of temporary passes issued to him

by the Bureau of Civil Aviation Security for the period of 31-12-1993 to 30-3-1994 and 29-3-1994 to 28-6-1994, the petitioner has not proved his plea about his alleged period of service under the respondent by acceptable, legal evidence. It is his admission that for attending the work in the Madras Airport, the Deputy Commissioner of Police, Security and Anti Hijacking had issued Ex. W1 temporary passes, each for a period of three months. For his evidence that he worked continuously for the period from 31-12-1993 to 24-11-1994 under the Respondent/Management and for his plea in the Claim Statement that he had completed 240 days of continuous service in a period of 12 calendar months preceding the date of termination, no substantial documentary evidence has been filed by the Petitioner in this case. It is the specific evidence of MW1 and the plea of the Respondent in the Counter Statement that the persons like the Petitioner were engaged by the Respondent, Singapore Airlines as Casual Labourers purely on temporary basis for clearance of baggage as and when occasion arises. It is the further evidence of MW1 that the Respondent/Management used to engage Casual Labourers on daily wage basis at the time of heavy arrivals and departures of flights and such employment they used to make on temporary basis and they never used to engage them continuously for a period of 240 days in 12 calendar months. So from these available evidence, it can be said that the allegation of the Petitioner that he had worked for 240 days continuously immediately preceding the date of his non-employment, has not been established. Thus, the Petitioner/Workman has not discharged his burden, though the onus is on him to prove that he had worked 240 days continuously. The Respondent also in their Counter Statement para 7 has stated that the Respondent/Management emphatically denies that the Petitioner has completed 240 days of continuous service in a period of 12 calendar months. The learned counsel for the Respondent had also argued that the Petitioner has failed to prove with acceptable legal evidence that he had worked for 240 days in a period of 12 calendar months immediately preceding his date of non-employment. Hence, he cannot ask for the relief of reinstatement into service as that of a permanent workman. He had also relied upon a decision of Supreme Court reported as 2002 Factories Journal Report Vol. 100 page 397 between Range Forest Officer and S. T. Hadimani. In that case the Supreme Court has held that "since the claim of the workman that he had worked for 240 days was denied by the Management, it is for the workman to lead evidence to show that he had in fact, worked for 240 days and that in the absence of proof of receipt of salary or wages for 240 days or order or record of appointment or engagement for that period, it cannot be concluded that the workman had in fact, worked for 240 days and the onus is on the workman to prove the claim with sufficient records and mere an affidavit is not sufficient." The decision of the Supreme Court in this case is quite applicable to the present case also. From the decision of the Supreme Court in the above mentioned case, it is seen that the contention of the learned counsel for the Petitioner, that the Management has to show that there are justification in termination of service on the ground that the workman had not worked for 240 days, is incorrect. So, under such circumstances, it cannot be said that the Petitioner can claim reinstatement in service as permanent employee with back wages and continuity of service, and as contended by the Respondent/Management the Petitioner/Workman cannot claim benefits under Industrial Disputes Act, alleging contravention of Section 25F of the Respondent/Management.

7. The learned counsel for the Respondent/Management had argued that it is the definite stand of the Respondent/Management in their Counter Statement that under the ground handling agreement like Ex. M1 and M2 Air India, the Handling Company, shall provide service personnel for handling baggage in the Respondent's aircraft and occasionally when there are over crowding of passengers or arrival of baggage and if personnel provided by Air India for handling baggage failed to report in time or are absent, the Respondent will engage Casual Labourers like the Petitioner purely on temporary basis for clearance of baggage and the said agreement between with Air India by the Respondent Airlines is not disputed and that these employees like the Petitioner were not supplied as service personnel by Air India under Ground Handling Agreement, but they were engaged on casual basis at the time of such exigency arise occasionally. This has not been disputed or denied by the Petitioner in the reply statement also. So under such circumstances the plea of the Petitioner, that he must be reinstated in service as a perma-

nent employee with back wages by the Respondent, cannot be accepted as a valid claim.

8. The learned counsel for the Petitioner would argue that some juniors to this Petitioner have been retained by the Respondent/Management and it is a clear discrimination of the Respondent/Management in denying employment for the Petitioner and it is against the provisions of Industrial Disputes Act. He would further contend that Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981 is applicable to the Petitioner and as per the provision of that Act. If a workman works for 480 days for 24 calendar months, he can attain permanent status and under Section 9 of that Act, by a notification the State Govt. has got the power to exempt certain establishment and the State Govt. has by its notification exempted Khadi Department and Railways and this establishment of the Respondent can squarely come under Sec. 2(3)(c) of that Act. Therefore, the Petitioner ought to have been conferred permanent status and the non-employment of the Petitioner without any prior notice or any reason whatsoever amounts to termination of service of the workman, since it cannot be considered as a punishment inflicted on him by way of disciplinary action and this action will squarely come under Section 2(o) of Industrial Disputes Act. Hence, the action of the management in denying employment to the Petitioner from November, 1994 is unjustified. For which, the learned counsel for the Respondent would argue that the argument advanced by the learned counsel for the Petitioner quoting the provisions of Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, cannot be accepted because in the Claim Statement no such plea has been taken by the Petitioner and only in the reply statement, the Petitioner has stated that the Respondent has not informed the authorities under the Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act under Rule 6 made thereunder and further the said Act does not applicable to this case and the Petitioner has not pleaded specifically about the alleged non-compliance of the provisions of the Tamil Nadu Act by the Respondent/Management in the pleadings. So, it cannot be taken into consideration, since nowhere in the Claim Statement or reply statement, the petitioner has pleaded that the Respondent has not stated that they had displayed in the notice board, the required particulars of that Act and hence the conferment of permanent status is applicable to him. It is decided by the High Court of Madras in a case reported as 2001 4 LLN 903 that "the allegation which was not pleaded and even if evidence is adduced in that regard cannot be examined because the other side had no notice of it and if such evidence is entertained it would tantamount to granting unfair advantage to the party who had not pleaded his case properly". So, from this it is seen that the argument advanced by the learned counsel for the Petitioner in respect of Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981 as applicable to this case cannot be accepted as correct. Further, there is no evidence to show in this case on the side of the Petitioner that his juniors have been retained by the Respondent/Management in service. Further, as argued by the learned counsel for the Respondent/Management, there is nothing on record to show that the people like this Petitioner had approached the concerned authority and obtained permanent status on the basis of their establishing the fact of continuous work in the Respondent/Management. So, from all these things, it is seen that the Petitioner cannot ask for reinstatement in service. From the available evidence, it is seen that the Petitioner was engaged only as a casual workman by the Respondent/Management as and when occasion arises. So by the very nature of the employment of the Petitioner, he has no assurance that he would be employed by the Respondent/Management for any specified duration. The persons like Petitioner temporary employment could not be for any period for which they can look forward to assured work from the employer. It is held by the High Court of Madras in a case reported as 2001 3 LLN 807 between L. & T McNEIL Ltd., Madras and presiding officer, Madras, Labour Court and another that "casual workmen have only to report each day and hope that employment would be provided to them on that day. Their not going to the place of employer will not result in any penalty as they are not assured of work daily. This kind of employment, therefore, cannot be treated on par with the temporary and permanent employment. The employers are not bound to provide work to casual workmen unless they choose to and

there is work for the day. Directing reinstatement of casual workman who had worked as such, for a relatively short period of time, would only mean that their names would once again be included in the list of casual workmen putting them in the same position they were earlier, where they would only report for the employment with the hope being providing with the work and no more." This observation of the High Court of Madras in the above cited case is applicable to the facts of this case also.

The learned counsel for the Respondent/Management had argued that the Petitioner/Workman for the above mentioned reasons cannot be given reinstatement in service and the question of payment of retrenchment compensation does not arise, since the Petitioner has not established that he had worked for a continuous period of 240 days in 12 calendar months immediately prior to his non-employment. On the basis of the available materials in this case, the argument advanced by the learned counsel for the Respondent/Management can be accepted as correct. Under such circumstances, it can be concluded that the action of the Respondent/Management, Singapore Airlines, Chennai, in denying employment to the Petitioner/Workman Sri L. Kugan from November, 1994 is justified and hence the concerned workman is not entitled to any relief. Thus, the point is answered accordingly.

10. In the result, an Award is passed holding that the I Party/Workman Sri L. Kugan is not entitled for any relief. No Cost.

(Dictated to the Stenographer, transcribed and typed by him corrected and pronounced by me in the open court on this day the 24th May, 2002.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :

For the I Party/Workman : WW1 Shri L. Kugan

For the II Party/Management : MW1 Shri R. Srinivasan

Exhibits marked :

For the I Party/Workman :

Ex.No. Date Description

W1(1) 31-12-93 Xerox copy of the temporary pass for three months issued to the Petitioner by the Dy. Commissioner of Police, Security & Anti Hijacking, Madras Airport.

(2) 29-03-94 Xerox copy of the temporary pass for three months issued to the Petitioner by the Dy. Commissioner of Police, Security & Anti Hijacking, Madras Airport

For the II Party/Management :

M1 08-09-94 Xerox copy of the Standard Ground Handling Agreement entered into by the Respondent/Management With the Air India.

M2 Nil Xerox copy of the Ground Handling agreement valid from 1-4-88 as Annexure B-4.1.1.

नई दिल्ली, 11 जून, 2002

का.आ. 2182.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. सिंगापुर एयरलाइंस के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नई के पंचाट [संख्या 112/2001. (टी.एन.-आई.डी. 66/99)] को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-6-2002 को प्राप्त हुआ था।

[फा.एल-11012/127/98-आई.आर. (सी-1)]

एस.एस. गुप्ता, अवसर सचिव

New Delhi, the 11th June, 2002

S.O. 2182.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award [Ref. No. 112/2001 (TNID 66/99)] of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Singapore Airlines and their workman, which was received by the Central Government on 5-6-2002.

[F. No. L-11012/127/98-IR(C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Friday, the 24th May, 2002

PRESENT :

K. Karthikeyan, Presiding Officer.

Industrial Dispute No. 112/2001

(Tamil Nadu State Industrial Tribunal I.D. No. 66/99)

(In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri P. Solomon and the Management of Singapore Airlines, Chennai.)

BETWEEN

Sri P. Solomon.

... I Party/Workman.

AND

The Station Master,
Singapore Airlines,
Chennai.

... II Party/Management.

APPEARANCES :

For the Workman : Sri S. Vaidyanathan and W. T. Prabhakar, Advocates.

For the Management : M/s. King and Patridge, Advocates.

The Government of India, Ministry of Labour in exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947), have referred the concerned dispute for adjudication vide Order No. L-11012/127/98/IR(C-I) dated 30-3-1999.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai where it was taken on file as I.D. No. 66/99. When the matter was pending enquiry in that Tribunal, as per the orders of the Central Government, Ministry of Labour this case has also been transferred from the file of Tamil Nadu State Industrial Tribunal to this Tribunal for adjudication. On receipt of records from that Tamil Nadu State Industrial Tribunal, this case has been taken on file as I.D. No. 112/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 31-1-2001 with their respective parties and to prosecute this case further. Accordingly, the learned counsel on either side along with their respective parties have appeared and prosecuted this case. The Claim Statement of the I Party/Workman, Counter Statement of the II Party/Management and the reply statement for the I Party/Workman were filed, when this matter was pending before the Tamil Nadu State Industrial Tribunal itself.

When the matter came up before me for final hearing on 3-4-2002, upon perusing the Claim Statement, Counter Statement, the reply statement, the other material papers on record, the oral and documentary evidence let in on either side, after hearing the arguments advanced by the learned counsel on either side, and this matter having stood over till this date for consideration, this Tribunal has passed the following :—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Government for adjudication by this Tribunal is as follows :—

“Whether the action of the management of Singapore Airlines, Chennai, in denying employment to Sri P. Solomon w.e.f. 20-12-96 is justified? If not justified, to what relief the workman is entitled?”

2. The averments in the Claim Statement filed by the I Party/Workman Sri P. Solomon (hereinafter refers to as Petitioner) are briefly as follows :—

The Petitioner joined the services of the Singapore Airlines as a loader on 2-3-95. His duties as loader were to load and unload baggage in the aircraft. He was also asked to work as Baggage Identification staff. At present, Singapore Airlines is operating six flights from Madras to Singapore. The Petitioner was denied employment w.e.f. 20-12-96 because he absented himself for work. He had completed 240 days of continuous service in a period of 12 calendar months preceding the date of his termination from service and completed 480 days of continuous service in a period of less than 24 calendar months and as such he attained permanent status as per conferment of permanent status to workmen Act, 1981. The action of the II Party/Management Singapore Airlines (hereinafter

refers to as Respondent) amounts to retrenchment. The Respondent has not paid the Petitioner retrenchment compensation and as such, such termination is bad for non-compliance of Section 25F of Industrial Disputes Act, 1947. The Petitioner was not given any notice in writing or wages in lieu of notice. The Respondent had recruited fresh hands and maintained his juniors in service. As such, the action of the Respondent is in violation of Sections 25G and H of the Industrial Disputes Act, 1947. The Respondent has not issued any chargesheet nor conducted any enquiry before terminating the Petitioner. The working hours of the Petitioner under the Respondent was from 7.00 pm to 3.00 am in the following day. On the days when the flights were delayed, the Petitioner was asked to work over-time and was also paid over-time wages. Tuesday was the weekly off and the Petitioner was paid wages for that day also. The Respondent paid the Petitioner monthly wages. The Petitioner had signed the attendance register maintained by the Respondent. The signature of the Petitioner was obtained by the Respondent in the wage register maintained by them for payment of wages. All these documents to establish that the Petitioner had rendered continuous service without break. His last drawn wages was Rs. 35 per day and the wages was paid on monthly basis. The action of the Respondent amounts to victimisation, colourable exercise of power, mala fide, unfair labour practice, contrary to the provisions of the Industrial Disputes Act, 1947 and is illegal. The action of the Respondent in striking the name of the Petitioner from the muster roll amounts to retrenchment/termination. The Respondent has denied the employment because the Petitioner absented himself on working days. The Petitioner has informed Mr. Jabachandran, Assistant Manager, Singapore Airlines about his inability to attend work. Hence, it is prayed that this Hon'ble Tribunal may be pleased to pass an award holding the non-employment of the Petitioner w.e.f. 20-12-1996 is not justified and consequently, direct the Respondent to reinstate the Petitioner as a permanent employec with back wages, continuity of service and other attendant benefits.

3. The averments in the Counter Statement filed by the II Party/Management, Singapore Airlines (hereinafter refers to as Respondent) are briefly as follows :—

A Ground Handling Agreement was entered into between M/s. Singapore Airlines and Air India in the year 1988, which was renewed from time to time. The Annexure B clause 4.2 of the agreement states that M/s. Air India, the handling company shall provide service personnel for handling baggage in the Respondent's aircrafts. Under above agreement, the Respondent is only referred to as the “Carrier” and Air India as ‘Handling Company’. Occasionally, when there are over crowding of passengers or arrival of baggage and if a personnel provided by Air India for handling baggage failed to report in time or as absent, the Respondent will engage Casual Labourers purely on temporary basis for clearance of baggage, which will amount to an implied contractual engagement. Neither the Petitioner/Workman nor similarly placed persons claiming employment with the Respondent have ever been engaged on regular basis. The Respondent does not maintain any records relating to temporary/casual engagements, since such engagements

arise occasionally. Such temporary engagement of Casual Labourers by the Respondent occasionally will not vest any right on the Petitioner/Workman to claim benefits under Industrial Disputes Act, 1947 alleging contravention of Section 25F of the said Act. Temporary, contractual engagements of Casual Labourers if at all will only fall within the ambit of Section 2(oo)(bb) of the Industrial Disputes Act, 1947, which is an exception to retrenchment. Hence, the non-employment of the Petitioner/Workman did not amount to retrenchment and he cannot claim any relief from the Respondent/Management under Industrial Disputes Act, much less retrenchment compensation or re-employment. Inasmuch as, personnel for handling baggage for the aircrafts are provided by Air India, the Respondent/Management is not liable to give employment to the Petitioner. Neither the Petitioner nor similarly placed persons before the authority were engaged in any vacancy or post. There is no vacancy or post available with the Respondent to offer employment to the Petitioner/Workman. The claim of the Petitioner/Workman is stale barred by laches and as such, the Petitioner is not entitled to seek benefits under Industrial Disputes Act from the Respondent herein. The Petitioner was not engaged by the Respondent/Management as a loader w.e.f. 2-3-1995. There is no nexus of employment and employer relationship between the Petitioner and the management. In the absence of any positive proof for the relationship between the Petitioner and the Respondent/Management as employee and employer, the Petitioner cannot maintain this industrial dispute alleging non-employment. Hence, it is liable to be dismissed. The Petitioner was engaged purely on a temporary basis, casual to meet the exigencies which will amount to an implied contract at the best. Hence, such engagement falls within the definition of Section 2(oo)(bb) of Industrial Disputes Act, 1947 and the question of illegal termination does not arise much less retrenchment. The Petitioner has come forward with this Claim Statement alleging non-employment with an ulterior motive and mala fide intention only to harass the Respondent for seeking monetary benefits. The alleged non-compliance of Sections 25F, 25G and 25H of the Industrial Disputes Act, 1947 are all untenable and cannot be sustained. The question of issuing charge sheet and conducting enquiry will not arise to the facts of this case. The averments of the Petitioner that he worked from 7.00 pm to next day 3.00 am and he was paid over-time wages, when he was asked to work over-time and that he was given weekly off on Tuesday with wages and he was paid monthly wages are all denied as false. The Respondent/Management does not maintain any attendance register or wage register for persons other than its permanent employees. The averment of the Petitioner that he had rendered continuous service without any break is denied. The allegation of the Petitioner that he was paid Rs. 27 per day as wages and the last drawn wages was Rs. 35 per day clearly proves that he was a Casual Labour engaged to meet exigencies temporarily. The claim of the Petitioner is ill-founded, misconceived, untenable and consequently, the Petitioner is not entitled to any relief much less, reinstatement in service, back wages, continuity of service and attendant benefits. Hence, it is prayed that this industrial dispute raised by the Petitioner may be dismissed.

4. The Petitioner has filed a reply statement. The averments in the reply statement are briefly as follows :—

The Petitioner is not aware of any contract or agreement between Air India and the Respondent. In any event, the Petitioner was continuously working without any break and he was getting salary from the Respondent directly. The Respondent has not informed the authorities and the Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981 and Rule 6 made thereunder. It is incorrect to state that there are vacancies or posts available with the Respondent to offer employment to the Petitioner. The delay in approaching Labour Court is not fatal as it is decided by the Madras High Court in a case reported as 1999 3 LLN 293 Cheran Transport Corporation's case. There exists master and servant relationship. The Petitioner is entitled to the relief as prayed for.

5. When the matter was taken up for enquiry, the Petitioner has chosen to examine himself as WW1 and has marked seven documents as Ex. W1 series (1 to 7). On the side of the Respondent/Management one witness has been examined as MW1 and two documents have been marked as Exs. M1 and M2. The learned counsel on either side have advanced their respective arguments.

6. The point for my consideration is—

“Whether the action of the management of Singapore Airlines, Chennai, in denying employment to Sri P. Solomon w.e.f. 20-12-1996 is justified? If not justified, to what relief the workman is entitled?”

POINT :—

It is the case of the Petitioner that he joined the services of the Singapore Airlines as a loader on 2nd March, 1995 and he was illegally denied employment w.e.f. 20-12-96 and that he had completed 240 days of continuous service in the period of 12 calendar months preceding the date of illegal termination and that he was not paid retrenchment compensation and he was not given any notice in writing or wages in lieu of notice and hence such termination is bad for non-compliance of Section 25F of Industrial Disputes Act. The Respondent/Management would contend that a ground handling agreement was entered into between the Respondent and the Air India in the year 1988 which was renewed from time to time and that M/s. Air India, the Handling Company shall provide service personnel for handling baggage in the Respondent's Aircraft and that occasionally when there are over crowding of passengers or arrival of baggage and if personnel provided by the Air India for handling baggage failed to report in time or absent, the Respondent will engage Casual Labourers purely on temporary basis for clearance of baggage which would amount to an implied contractual engagement and hence, the workman like Petitioner have never been engaged on a regular basis and such temporary engagement of Casual Labourers by the Respondent occasionally will not vest any right on the Petitioner/Workman to claim benefits under Industrial Disputes Act alleging contravention of Section 25F of Industrial Disputes Act. It is further alleged that the non-employment of the

Petitioner/Workman did not amount to retrenchment and he cannot claim any relief from the management under the Industrial Disputes Act much less retrenchment compensation or re-employment. The Petitioner has examined himself as WW1 and has marked seven documents, temporary passes each issued for a period of three months, as Ex. W1 series. On the side of the Management, Assistant Station Manager in the Respondent/Management has been examined as MW1 and two documents have been marked as Exs. M1 and M2 as Standard Ground Handling Agreement between the Respondent and the Air India. The xerox copy of one such agreement for the period 1990 to 1992 is Ex. M1 and the xerox copy of another agreement valid from 1-4-88 is Ex. M2. It is the evidence of WW1 that he worked continuously from 2-3-95 to 20-12-96. In the cross examination he has admitted that Singapore Airlines did not give him appointment order and he cannot say for how many days he worked in Singapore Airlines on the daily wages of Rs. 35. It is his admission in his Claim Statement and in the cross examination that he had not gone for work from 20-12-96. In the Claim Statement also the Petitioner has not given any particulars about the days he worked under Respondent/Management as a loader or as a baggage identifier. He has simply stated in his Claim Statement that he had completed 240 days of continuous service in the period of 12 calendar months preceding the date of illegal termination. Except filing Ex. W1 series, the Xerox Copies of temporary passes issued to him by the Bureau of Civil Aviation Security for the period mentioned therein, the petitioner has not proved his plea about his alleged period of service under the respondent. It is his admission that for attending the work as a loader in the Madras Airport, the Deputy Commissioner of Police, Security and Anti Hijacking had issued Ex. W1 temporary passes, each for a period of three months. For his plea in the Claim Statement that he had completed 240 days of continuous service in a period of 12 calendar months preceding the date of termination, no substantial documentary evidence has been given by the Petitioner in this case. Further, for his other plea that he had completed 480 days of continuous service in a period of less than 24 calendar months and had attained permanent status as per Conferment of Permanent Status to Workmen Act, he has not submitted any acceptable legal evidence. It is the specific evidence of MW1 and the plea of the Respondent in the Counter Statement that the persons like the Petitioner were engaged by the Respondent, Singapore Airlines as Casual Labourers purely on temporary basis for clearance of baggage as and when occasion arises. It is the further evidence of MW1 that the Respondent/Management used to engage Casual Labourers on daily wage basis at the time of heavy arrivals and departures of flights and such employment they used to make on temporary basis and they never used to engage them continuously for a period of 240 days in 12 calendar months. So from these available evidences, it can be said that the allegation of the Petitioner that he had worked for 240 days continuously immediately preceding the date of his non-employment, has not been established. Thus, the Petitioner/Workman has not discharged his burden, though the onus is on him to prove that he had worked 240 days continuously. The Respondent also in their Counter Statement para 7 has stated that the

Respondent/Management emphatically denies that the Petitioner has completed 240 days of continuous service in a period of 12 calendar months. The learned counsel for the Respondent had also argued that the Petitioner has failed to prove with acceptable legal evidence that he had worked for 240 days in a period of 12 calendar months immediately preceding his date of non-employment. Hence, he cannot ask for the relief of reinstatement into service as that of a permanent workman. He had also relied upon a decision of Supreme Court reported as 2002 Factories Journal Report Vol. 100 pg. 397 between Range Forest Officer and S. T. Hadimani. In that case the Supreme Court has held that "since the claim of the workman that he had worked for 240 days was denied by the Management, it is for the workman to lead evidence to show that he had in fact, worked for 240 days and that in the absence of proof of receipt of salary or wages for 240 days or order or record of appointment or engagement for that period, it cannot be concluded that the workman had in fact, worked for 240 days and the onus is on the workman to prove the claim with sufficient records and mere an affidavit is not sufficient". The decision of the Supreme Court in this case is quite applicable to the present case also. From the decision of the Supreme Court in the above mentioned case, it is seen that the contention of the learned counsel for the Petitioner, that the Management has to show that there are justification in termination of service on the ground that the workman had not worked for 240 days, is incorrect. So, under such circumstances, it cannot be said that the Petitioner can claim reinstatement in service as permanent employee with back wages and continuity of service and as contended by the Respondent/Management the Petitioner/Workman cannot claim benefits under Industrial Disputes Act, alleging contravention of Section 25F by the Respondent/Management.

7. The learned counsel for the Respondent/Management had argued that it is the definite stand of the Respondent/Management in their Counter Statement that under the ground handling agreements like Exs. M1 and M2 Air India, the Handling Company, shall provide service personnel for handling baggage in the Respondent's aircraft and occasionally when there are over crowding of passengers or arrival of baggage and if personnel provided by Air India for handling baggage failed to report in time or are absent, the Respondent will engage Casual Labourers like the Petitioner purely on temporary basis for clearance of baggage and the said agreement between with Air India by the Respondent Airlines is not disputed and that these employees like the Petitioner were not supplied as service personnel by Air India under Ground Handling Agreement, but they were engaged on casual basis at the time of such exigency arises occasionally. This has not been disputed or denied by the Petitioner in the reply statement also. So, under such circumstances, the plea of the Petitioner, that he must be reinstated in service as a permanent employee with back wages by the Respondent, cannot be accepted as a valid claim.

8. The learned counsel for the Petitioner would argue that some juniors to this Petitioner have been retained by the Respondent/Management and it is a clear discrimination of the Respondent/Management in denying employment for the Petitioner and it is against

the provisions of Industrial Disputes Act. He would further contend that Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981 is applicable to the Petitioner and as per the provision of that Act, if a workman works for 480 days for 24 calendar months, he can attain permanent status and under Section 9 of that Act, by a notification the State Government has got the power to exempt certain establishment and the State Government has by its notification exempted Khadi Department and Railways and this establishment of the Respondent can squarely come under Section 2(3)(c) of that Act. Therefore, the Petitioner ought to have been conferred permanent status and the non-employment of the Petitioner without any prior notice or any reason whatsoever amounts to termination of service of the workman, since it cannot be considered as a punishment inflicted on him by way of disciplinary action and this action will squarely come under Section 2(oo) of Industrial Disputes Act. Hence, the action of the management in denying employment to the Petitioner w.e.f. 20-12-96 is unjustified. For which, the learned counsel for the Respondent would argue that the argument advanced by the learned counsel for the Petitioner quoting the provisions of Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, cannot be accepted because in the Claim Statement no such plea has been taken by the Petitioner and only in the reply statement, the Petitioner has stated that the Respondent has not informed the authorities under the Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act under Rule 6 made thereunder and further the said Act does not apply to this case and the Petitioner has not pleaded specifically about the alleged non-compliance of the provisions of the Tamil Nadu Act by the Respondent/Management in the pleadings. So, it cannot be taken into consideration, since nowhere in the Claim Statement or reply statement, the petitioner has pleaded that the Respondent has not stated that they had displayed in the notice board, the required particulars of that Act and hence the conferment of permanent status is applicable to him. It is decided by the High Court of Madras in a case reported as 2001 4 LLN 903 that "the allegation which was not pleaded and even if evidence is adduced in that regard cannot be examined because the other side had no notice of it and if such evidence is entertained it would tantamount to granting unfair advantage to the party who had not pleaded his case properly". So, from this it is seen that the argument advanced by the learned counsel for the Petitioner in respect of Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981 as applicable to this case cannot be accepted as correct. Further, there is no evidence to show in this case on the side of the Petitioner that his juniors have been retained by the Respondent/Management in service. Further, as argued by the learned counsel for the Respondent/Management, there is nothing on record to show that the people like this Petitioner had approached the concerned authority and obtained permanent status on the basis of their establishing the fact of continuous work in the Respondent/Management. So, from all these things, it is seen that the Petitioner cannot ask for reinstatement in service. From the available evidence, it is seen that the Petitioner was engaged only as a casual work-

man by the Respondent/Management as and when occasion arises. So by the very nature of the employment of the Petitioner, he has no assurance that he would be employed by the Respondent/Management for any specified duration. The persons like Petitioner temporary employment could not be for any period for which they can look forward to assured work from the employer. It is held by the High Court of Madras in a case reported as 2001 3 LLN 807 between L and T McNELL I.t.d., Madras and Presiding Officer, Madras Labour Court and Another that "casual workmen have only to report each day and hope that employment would be provided to them on that day. Their not going to the place of employer will not result in any penalty as they are not assured of work daily. This kind of employment, therefore, cannot be treated on par with the temporary and permanent employment. The employers are not bound to provide work to casual workmen unless they choose to and there is work for the day. Directing reinstatement of casual workman who had worked as such, for a relatively short period of time, would only mean that their names would once again be included in the list of casual workmen putting them in the same position they were earlier, where they would only report for the employment with the hope being providing with the work and no more". This observation of the High Court of Madras in the above cited case is applicable to the facts of this case also.

9. The learned counsel for the Respondent/Management had argued that the Petitioner/Workman for the above mentioned reasons cannot be given reinstatement in service and the question of payment of retrenchment compensation does not arise, since the Petitioner has not established that he had worked for a continuous period of 240 days in 12 calendar months immediately prior to his non-employment. On the basis of the available materials in this case, the argument advanced by the learned counsel for the Respondent/Management can be accepted as correct. Under such circumstances, it can be concluded that the action of the Respondent/Management, Singapore Airlines, Chennai, in denying employment to the Petitioner/Workman Sri P. Solomon w.e.f. 20-12-1996 is justified and hence the concerned workman is not entitled to any relief. Thus, the point is answered accordingly.

10. In the result, an Award is passed holding that the I Party/Workman Sri P. Solomon is not entitled for any relief. No cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 24th May, 2002.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :

For the I Party/Workman : WW1 Shri P. Solomon.

For the II Party/ Management MW1 Shri R. Shrivasan

Exhibits marked :

For the I Party/Workman :

Ex. No. Date

W1(1) 02-03-95

Description

Xerox copy of the temporary pass for three months issued to the Petitioner by the Dy. Commissioner of Police, Security & Anti-jacking Madras Airport.

- (2) 25-05-95 Xerox copy of the temporary pass for three months issued to the Petitioner by the Dy. Commissioner of Police, Security & Anti Hijacking, Madras Airport.
- (3) 01-9-95 Xerox copy of the temporary pass for three months issued to the Petitioner by the Dy. Commissioner of Police, Security & Anti Hijacking, Madras Airport.
- (4) 02-03-95 Xerox copy of the temporary pass for three month. issued to the Petitioner by the Dy. Commissioner of Police, Security & Anti Hijacking, Madras Airport
- (5) 15-02-96 Xerox copy of the temporary pass for three months, issued to the Petitioner by the Dy. Commissioner of Police, Security & Anti Hijacking, Madras Airport
- (6) 09-08-96 Xerox copy of the temporary pass for three months issued to the Petitioner by the Dy. Commissioner of Police, Security & Anti Hijacking, Madras Airport.
- (7) 20-11-96 Xerox copy of the temporary pass for three months issued to the Petitioner by the Dy. Commissioner of Police, Security & Anti Hijacking, Madras Airport.
- For the II Party/Management :—
- M1 08-09-94 Xerox copy of the Standard Ground Handling Agreement entered into by the Respondent/Management with the Air India.
- M2 Nil Xerox copy of the Ground Handling Agreement valid from 1-4-88 as Annexure B-4.1.1.

नई दिल्ली, 11 जून, 2002

का.आ. 2183.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. सिंगापुर एयरलाइंस के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नई के पंचाट (संदर्भ संख्या 111/2001.टी.एन.-आई.डी. 65/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-6-2002 को प्राप्त हुआ था ।

[फा. सं. एल-11012/133/98-आई.आर. (सी-1)]

एम.एस. गुप्ता, अवर सचिव

New Delhi, the 11th June, 2002.

S.O. 2183.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 111/2001 TNID 65/99) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management

of M/s. Singapore Airlines and their workman, which was received by the Central Government on 5-6-2002.

[F. No. L-11012/133/98-IR(C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Friday, the 24th May, 2002

PRESENT:

K. Karthikeyan, Presiding Officer.

Industrial Dispute No. 111/2001

(Tamil Nadu State Industrial Tribunal

I.D. No. 65/99)

(In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri K. Kumaravelu and the Management of Singapore Airlines, Chennai.)

BETWEEN

Sri K. Kumaravelu

I Party/Workman

AND

The Station Master,
Singapore Airlines, Chennai.

II Party/Management

APPEARANCE:

For the Workman : Sri S. Vaidyanathan & W. T. Prabhakar, Advocates.

For the Management : M/s. King & Patridge Advocates.

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947), have referred the concerned dispute for adjudication vide Order No. L-11012/133/98/IR(C-I) dated 30-3-1999.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai where it was taken on file as I.D. No. 65/99. When the matter was pending enquiry in that Tribunal, as per the orders of the Central Government, Ministry of Labour this case has also been transferred from the file of Tamil Nadu State Industrial Tribunal to this Tribunal for adjudication. On receipt of records from that Tamil Nadu State Industrial Tribunal this case has been taken on file as I.D. No. 111/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 31-1-2001 with their respective parties and to prosecute this case further. Accordingly, the learned counsel on either side along with their respective parties have appeared and prosecuted this case. The Claim Statement of the I Party/Workman, Counter Statement of the II Party/Management and the reply statement for the I Party/Workman were filed, when this matter was pending before the Tamil Nadu State Industrial Tribunal itself.

When the matter came up before me for final hearing on 3-4-2002, upon perusing the Claim Statement, Counter Statement, the reply statement, the other material papers on record, the oral and documentary evidence let in on either side, after hearing the arguments advanced by the learned counsel on either side, and this matter having stood over till this

date for consideration, this Tribunal has passed the following :—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows :—

“Whether the action of the management of Singapore Airlines, Chennai, in denying employment to Sri K. Kumaravelu w.e.f. August, 1995 is justified? If not, justified to what relief the workman is entitled?”

2. The averments in the Claim Statement filed by the I Party/Workman Sri K. Kumaravelu (hereinafter refers to as Petitioner) are briefly as follows :—

The Petitioner joined the services of the Singapore Airlines as a baggage identification staff in February, 1994. At present, Singapore Airlines is operating six flights from Madras to Singapore. The Petitioner was denied employment from August, 1995. He had completed 240 days of continuous service in a period of 12 calendar months preceding the date of his termination from service. The action of the II Party/Management Singapore Airlines (hereinafter refers to as Respondent) amounts to retrenchment. The Respondent has not paid the Petitioner retrenchment compensation and as such, such termination is bad for non-compliance of Section 25F of Industrial Disputes Act, 1947. The Petitioner was not given any notice in writing or wages in lieu of notice. The Respondent had recruited fresh hands and maintained his juniors in service. As such, the action of the Respondent is in violation of Section 25G and H of the Industrial Disputes Act, 1947. The Respondent has not issued any charge sheet nor conducted any enquiry before terminating the Petitioner. The working hours of the Petitioner under the Respondent was from 7.00 pm to 03.00 am in the following day. On the days when the flights were delayed, the Petitioner was asked to work over-time and was also paid over-time wages. Tuesday was the weekly off and the Petitioner was paid wages for that day also. The Respondent paid the Petitioner monthly wages. The Petitioner had signed the attendance register maintained by the Respondent. The signature of the Petitioner was obtained by the Respondent in the wage register maintained by them for payment of wages. All these documents to establish that the Petitioner had rendered continuous service without break. His last drawn wages was Rs. 27 per day and the wages was paid on monthly basis. The action of the Respondent amounts to victimisation, colourable exercise of power, mala fide, unfair labour practice, contrary to the provisions of the Industrial Disputes Act, 1947 and is illegal. The action of the Respondent in striking the name of the Petitioner from the muster roll amounts to retrenchment/termination. In spite of several requests made by the Petitioner, the Respondent did not provide the Petitioner employment. Hence, the Petitioner raised an industrial dispute before the Assistant Labour Commissioner (Central) Madras, which ended in a failure and ultimately the Govt. has referred this dispute to this Tribunal for adjudication. Hence, it is proved that this Hon'ble Tribunal may be pleased to pass an award holding the non-employment of the Petitioner from August, 1995 is not

justified and consequently, direct the Respondent to reinstate the Petitioner as a permanent employee with back wages, continuity of service and other attendant benefits.

3. The averments in the Counter Statement filed by the II Party/Management, Singapore Airlines (hereinafter refers to as Respondent) are briefly as follows:

A Ground Handling Agreement was entered into between M/s. Singapore Airlines and Air India in the year 1988, which was renewed from time to time. The Annexure B clause 4.2 of the agreement states that M/s. Air India, the handling company shall provide service personnel for handling baggage in the Respondent's aircrafts. Under above agreement, the Respondent is only referred to as the “Carrier” and Air India as ‘Handling Company’. Occasionally, when there are over crowding of passengers or arrival of baggage and if a personnel provided by Air India for handling baggage failed to report in time or as absent, the Respondent will engage Casual Labourers purely on temporary basis for clearance of baggage, which will amount to an implied contractual engagement. Neither the Petitioner/Workman nor similarly placed persons claiming employment with the Respondent have ever been engaged on regular basis. The Respondent does not maintain any records relating to temporary/casual engagements, since such engagements arise occasionally. Such temporary engagement of Casual Labourers by the Respondent occasionally will not vest any right on the Petitioner/Workman to claim benefits under Industrial Disputes Act, 1947 alleging contravention of Section 25F of the said Act. Temporary, contractual engagements of Casual Labourers if at all will only fall within the ambit of Sec. 2(oo) (bb) of the Industrial Disputes Act, 1947, which is an exception to retrenchment. Hence, the non-employment of the Petitioner/Workman did not amount to retrenchment and he cannot claim any relief from the Respondent/Management under Industrial Disputes Act, much less retrenchment compensation or re-employment. Inasmuch as, personnel for handling baggage for the aircrafts are provided by Air India, the Respondent/Management is not liable to give employment to the Petitioner. Neither the Petitioner nor similarly placed persons before the authority were engaged in any vacancy of post. There is no vacancy or post available with the Respondent to offer employment to the Petitioner/Workman. The claim of the Petitioner/Workman is stale barred by laches and as such, the Petitioner is not entitled to seek benefits under Industrial Disputes Act from the Respondent herein. The Petitioner was not engaged by the Respondent/Management as a Baggage Identification/loader from February, 1994. There is no nexus of employee and employer relationship between the Petitioner and the management. In the absence of any positive proof for the relationship between the Petitioner and the Respondent/Management as employee and employer, the Petitioner cannot maintain this industrial dispute alleging non-employment. Hence, it is liable to be dismissed. The Petitioner was engaged purely on a temporary basis, casual to meet the exigencies which will amount to an implied contract at the best. Hence, such engagement falls within the definition of Section 2(oo) (bb) of Industrial Disputes Act, 1947 and the question of illegal termination does not arise much less retrenchment. The Petitioner has come

forward with this Claim Statement alleging non-employment with an ulterior motive and mala fide intention only to harass the Respondent for seeking monetary benefits. The alleged non-compliance of Sections 25F, 25G and H of the Industrial Disputes Act, 1947 are all untenable and cannot be sustained. The question of issuing charge sheet and conducting enquiry will not arise to the facts of this case. The averments of the Petitioner that he worked from 7.00 p.m. to next day 3.00 a.m. and he was paid over-time wages, when he was asked to work over time and that he was given weekly off on Tuesday with wages and he was paid monthly wages are all denied as false. The Respondent/Management does not maintain any attendance register or wage register for persons other than its performance employer. The averment of the Petitioner that he had rendered continuous service without any break is denied. The allegation of the Petitioner that he was paid Rs. 27 per day as wages clearly proves that he was a Casual Labour engaged to meet exigencies temporarily. The claim of the Petitioner is ill-founded, misconceived, untenable and consequently, the Petitioner is not entitled to any relief much less, reinstatement in service, back wages, continuity of service and attendant benefits. Hence, it is prayed that this industrial dispute raised by the Petitioner may be dismissed.

4. The Petitioner has filed a reply statement. The averments in the reply statement are briefly as follows :—

The Petitioner is not aware of any contract or agreement between Air India and the Respondent. In any event, the Petitioner was continuously working without any break and he was getting salary from the Respondent directly. The Respondent has not informed the authorities and the Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981 and Rule 6 made thereunder. It is incorrect to state that there are vacancies or posts available with the Respondent to offer employment to the Petitioner. The delay in approaching Labour Court is not fatal as it is decided by the Madras High Court in a case reported as 1999 3 LLN 293 Cheran Transport Corporation's case. There exists master and servant relationship. The Petitioner is entitled to the relief as prayed for.

5. When the matter was taken up for enquiry, the Petitioner has chosen to examine himself as WW1 and has marked one document as Ex. W1. On the side of the Respondent/Management one common witness has been examined as MW1 and two documents have been marked as Exs. M1 and M2. The learned counsel on either side have advanced their respective arguments.

6. The point for my consideration is—

“Whether the action of the management of Singapore Airlines, Chennai, in denying employment to Sri K. Kumaravelu w.e.f. August, 1995 is justified? If not justified to what relief the workman is entitled?”

POINT :—

It is the case of the Petitioner that he joined the services of the Singapore Airlines as a Baggage Identification Staff in February, 1994 and he was illegally

denied employment from August, 1995 and that he had completed 240 days of continuous service in the period of 12 calendar months preceding the date of illegal termination and that he was not paid retrenchment compensation and he was not given any notice in writing or wages in lieu of notice and hence such termination is bad for non-compliance of Section 25F of Industrial Disputes Act, The Respondent/Management would contend that a ground handling agreement was entered into between the Respondent and the Air India in the year 1988 which was renewed from time to time and that M/s. Air India, the Handling Company shall provide service personnel for handling baggage in the Respondent's Aircraft and that occasionally when there are over crowding of passengers or arrival of baggage and if personnel provided by the Air India for handling baggage failed to report in time or absent, the Respondent will engage Casual Labourers purely on temporary basis for clearance of baggage which would amount to an implied contractual engagement and hence, the workman like Petitioner have never been engaged on a regular basis and such temporary engagement of Casual Labourers by the Respondent occasionally will not vest any right on the Petitioner/Workman to claim benefits under Industrial Disputes Act alleging contravention of Section 25F of Industrial Disputes Act. It is further alleged that the non-employment of the Petitioner/Workman did not amount to retrenchment and he cannot claim any relief from the management under the Industrial Disputes Act much less retrenchment compensation or re-employment. The Petitioner has examined himself as WW1 and has marked one document, temporary pass issued for a period of three months, as Ex. W1. On the side of the Management, Assistant Station Manager in the Respondent/Management has been examined as MW1 and two documents have been marked as Exs. M1 and M2 as Standard Ground Handling Agreement between the Respondent and the Air India. The xerox copy of one such agreement for the period 1990 to 1992 is Ex. M1 and the xerox copy of another agreement valid from 1-4-88 is Ex. M2. It is the evidence of WW1 that he worked continuously from 9-2-94 to 3-8-95. In the cross examination he has admitted that Singapore Airlines did not give him appointment order and he cannot say for how many days he worked in Singapore Airlines on the daily wages of Rs. 27. In the Claim Statement also the Petitioner has not given any particulars about the days he worked under Respondent/Management as a loader or as a baggage handler. He has simply stated in his Claim Statement that he had completed 240 days of continuous service in the period of 12 calendar months preceding the date of illegal termination. Except filing Ex. W1, the Xerox copy of temporary pass issued to him by the Bureau of Civil Aviation Security for the period of 22-9-94 to 21-12-94, the petitioner has not proved his plea about his alleged period of service under the respondent. It is his admission that for attending the work as a Baggage Identifier in the Madras Airport, the Deputy Commissioner of Police, Security and Anti Hijacking had issued Ex. W1 temporary pass, for a period of three months. For his evidence that he worked continuously for a period of nearly one and half years under the Respondent/Management and for his plea in the Claim Statement that he had completed 240 days of continuous service in a period of 12

calendar months preceding the date of termination, no substantial documentary evidence has been given by the Petitioner in this case. It is the specific evidence of MW1 and the plea of the Respondent in the Counter Statement that the persons like the Petitioner were engaged by the Respondent, Singapore Airlines as Casual Labourers purely on temporary basis for clearance of baggage as and when occasion arises. It is the further evidence of MW1 that the Respondent/Management used to engage Casual Labourers on daily wage basis at the time of heavy arrivals and departures of flights and such employment they used to make on temporary basis and they never used to engage them continuously for a period of 240 days in 12 calendar months. So from these available evidence, it can be said that the allegation of the Petitioner that he had worked for 240 days continuously immediately preceding the date of his non-employment, has not been established. Thus, the Petitioner/Workman has not discharged his burden, though the onus is on him to prove that he had worked 240 days continuously. The Respondent also in their Counter Statement para 7 has stated that the Respondent/Management emphatically denies that the Petitioner has completed 240 days of continuous service in a period of 12 calendar months. The learned counsel for the Respondent had also argued that the Petitioner has failed to prove with acceptable legal evidence that he had worked for 240 days in a period of 12 calendar months immediately preceding his date of non-employment. Hence, he cannot ask for the relief of reinstatement into service as that of a permanent workman. He had also relied upon a decision of Supreme Court reported as 2002 Factories Journal Report Vol. 100 pg. 397 between Range Forest Officer and S. T. Hadimani. In that case the Supreme Court has held that "since the claim of the workman that he had worked for 240 days was denied by the Management it is for the workman to lead evidence to show that he had in fact, worked for 240 days and that in the absence of proof of receipt of salary or wages for 240 days or order or record of appointment or engagement for that period, it cannot be concluded that the workman had in fact, worked for 240 days and the onus is on the workman to prove the claim with sufficient records and mere an affidavit is not sufficient". The decision of the Supreme Court in this case is quite applicable to the present case also. From the decision of the Supreme Court in the above mentioned case, it is seen that the contention of the learned counsel for the Petitioner, that the Management has to show that there are justification in termination of service on the ground that the workman had not worked for 240 days, is incorrect. So, under such circumstances, it cannot be said that the Petitioner can claim reinstatement in service as permanent employee with back wages and continuity of service and as contended by the Respondent/Management the Petitioner/Workman cannot claim benefits under Industrial Disputes Act, alleging contravention of Section 25F by the Respondent/Management.

7. The learned counsel for the Respondent/Management had argued that it is the definite stand of the Respondent/Management in their Counter Statement that under the ground handling agreements like Exs. M1 and M2 Air India, the Handling Company, shall provide service personnel for handling baggage in the Respondent's aircraft and persons who are there are

over-crowding of passengers or arrival of baggage and if personnel provided by Air India for handling baggage failed to report in time or are absent, the Respondent will engage Casual Labourers like the Petitioner purely on temporary basis for clearance of baggage and the said agreement between with Air India by the Respondent Airlines is not disputed and that these employees like the Petitioner were not supplied as service personnel by Air India under Ground Handling Agreement, but they were engaged on casual basis at the time of such exigency arises occasionally. This has not been disputed or denied by the Petitioner in the reply statement also. So, under such circumstances, the plea of the Petitioner, that he must be reinstated in service as a permanent employee with back wages by the Respondent, cannot be accepted as a valid claim.

8. The learned counsel for the Petitioner would argue that some juniors to this Petitioner have been retained by the Respondent/Management and it is a clear discrimination of the Respondent/Management in denying employment for the Petitioner and it is against the provisions of Industrial Disputes Act. He would further contend that Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981 is applicable to the Petitioner and as per the provision of that Act, if a workman works for 480 days for 24 calendar months, he can attain permanent status and under Section 9 of that Act, by a notification the State Govt. has got the power to exempt certain establishment and the State Govt. has by its notification exempted Khadi Department and Railways and this establishment of the Respondent can squarely come under Sec. 2(3)(c) of that Act. Therefore, the Petitioner ought to have been conferred permanent status and the non-employment of the Petitioner without any prior notice or any reason whatsoever, amounts to termination of service of the workman, since it cannot be considered as a punishment inflicted on him by way of disciplinary action and this action will squarely come under Section 2(oo) of Industrial Disputes Act. Hence, the action of the management in denying employment to the Petitioner from August, 1995 is unjustified. For which, the learned counsel for the Respondent would argue that the argument advanced by the learned counsel for the Petitioner quoting the provisions of Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, cannot be accepted because in the Claim Statement no such plea has been taken by the Petitioner and only in the reply statement, the Petitioner has stated that the Respondent has not informed the authorities under the Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act under Rule 6 made thereunder and further the said Act does not applicable to this case and the Petitioner has not pleaded specifically about the alleged non-compliance of the provisions of the Tamil Nadu Act by the Respondent/Management in the pleadings. So, it cannot be taken into consideration, since nowhere in the Claim Statement or reply statement, the petitioner has pleaded that the Respondent has not stated that they had displayed in the notice board, the required particulars of that Act and hence the conferment of permanent status is applicable to him. It is decided by the High Court of Madras in a case

reported as 2001 4 LLN 903 that "the allegation which was not pleaded and even if evidence is adduced in that regard cannot be examined because the other side had no notice of it and if such evidence is entertained it would tantamount to granting unfair advantage to the party who had not pleaded his case properly". So, from this it is seen that the argument advanced by the learned counsel for the Petitioner in respect of Tamil Nadu Industrial Establishment (Conferment of Permanent Status to Workmen) Act, 1981 as applicable to this case cannot be accepted as correct. Further, there is no evidence to show in this case on the side of the Petitioner that his juniors have been retained by the Respondent/Management in service. Further, as argued by the learned counsel for the Respondent/Management, there is nothing on record to show that the people like this Petitioner had approached the concerned authority and obtained permanent status on the basis of their establishing the fact of continuous work in the Respondent/Management. So, from all these things, it is seen that the Petitioner cannot ask for reinstatement in service. From the available evidence, it is seen that the Petitioner was engaged only as a casual workman by the Respondent/Management as and when occasion arises. So by the very nature of the employment of the Petitioner, he has no assurance that he would be employed by the Respondent/Management for any specified duration. The persons like Petitioner temporary employment could not be for any period for which they can look forward to assured work from the employer. It is held by the High Court of Madras in a case reported as 201 3 LLN 807 between L & T McNEIL LTD. MADRAS and PRESIDING OFFICER, MADRAS LABOUR COURT AND ANOTHER that "casual workmen have only to report each day and hope that employment would be provided to them on that day. Their not going to the place of employer will not result in any penalty as they are not assured of work daily. This kind of employment, therefore, cannot be treated on par with the temporary and permanent employment. The employers are not bound to provide work to casual workmen unless they choose to and there is work for the day. Directing reinstatement of casual workman who had worked as such, for a relatively short period of time, would only mean that their names would once again be included in the list of casual workmen putting them in the same position they were earlier, where they would only report for the employment with the hope being providing with the work and no more." This observation of the High Court of Madras in the above cited case is applicable to the acts of this case also.

9. The learned counsel for the Respondent/Management had argued that the Petitioner/Workman for the above mentioned reasons cannot be given reinstatement in service and the question of payment of retrenchment compensation does not arise, since the Petitioner has not established that he had worked for a continuous period of 240 days in 12 calendar months immediately prior to his non-employment. On the basis of the available materials in this case, the argument advanced by the learned counsel for the Respondent/Management can be accepted as correct. Under such circumstances, it can be concluded that the action of the Respondent/Management, Singapore Airlines, Chennai, in denying employment to the

Petitioner/Workman Sri K. Kumaravelu from August, 1995 is justified and hence the concerned workman is not entitled to any relief. Thus, the point is answered accordingly.

10. In the result, an Award is passed holding that the I Party/Workman Sri K. Kumaravelu is not entitled for any relief. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 24th May, 2002.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :

For the I party/ : WWI Shri K. Kumaravelu
Workman

For the II party/ : MWI Shri Srinivasan
Management

Exhibits marked :

For the I Party/Workman :

Ex. No.	Date	Description
W1	22-09-94	Xerox copy of the temporary pass for three months issued to the Petitioner by the Dy. Commissioner of Police, Security & Anti Hijacking, Madras Airport.

For the II Party/Management :

M1	08-09-94	Xerox copy of the Standard Ground Handling Agreement entered into by the Respondent/Management with the Air India.
M2	Nil	Xerox copy of the Ground Handling agreement valid from 1-4-18 as Annexure B-4. 1.1.

नई दिल्ली, 11 जून, 2002

का.आ. 2184.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मंसर्स बी सी सी एल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं.-1, धनबाद के पंचाट (संवर्ध संख्या 101/99/847) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-5-2002 को प्राप्त हुआ था।

[फा.एन-20012/61/99-आई.आर. (सी-1)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 11th June, 2002

S.O. 2184.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 101/99/847) of the Central Government Industrial Tribunal/Labour Court No. 1, Dhanbad now as shown in the Annexure in the

Industrial Dispute between the employers in relation to the management of M/s. BCC Ltd. and their workman, which was received by the Central Government on 28-5-2002.

[F. No. L-20012/61/99-JR(C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference under Section 10(1)(d)(2A) of the Industrial Disputes Act, 1947.

Reference No. 101 of 1999

PARTIES :

Employers in relation to the management of Katras Area of M/s. B.C.C. Ltd.

AND

Their Workmen.

PRESENT :

Shri S. H. Kazmi,
Presiding Officer.

APPEARANCES :

For the Employers : Shri H. Nath, Advocate.

For the Workmen : None.

STATE : Jharkhand

INDUSTRY : Coal

Dated, the 22nd May, 2002

AWARD

By Order No. L-20012/61/99-C-I, dated 4-6-1999 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the action of the management of Katras—Chaitudih Colliery of M/s. B.C.C.L. in dismissing Sri Banshi Rawani, Trammer from the service of the company with effect from 17-12-96 for unauthorised absence is legal and justified? If not, to what relief the workman is entitled?"

2. It appears from the record that since 20-7-2000 itself none is appearing on behalf of the workman and the steps as required have also not been taken as yet. Simply adjournment after adjournment was being granted in order to enable the workman to appear and take effective steps. On the last date i.e. 20-2-2002 after taking into account the past developments time by way of last chance was granted to the workman to file rejoinder and document or to take necessary steps and it was further clearly indicated therein that no further adjournment would be granted for the said purpose. As today (22-5-2002) the position remains the same there is no option left but to pass necessary order as regards the final disposal of this reference.

3. In such circumstances, I render a 'No Dispute' Award in the present reference case.

S. H. KAZMI, Presiding Officer

नई दिल्ली, 11 जून, 2002

का.आ. 2185.—श्रीद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मिस्री श्री.सी.सी.एल. के प्रबंधन के संघर्ष नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट

श्रीद्योगिक विवाद में केन्द्रीय सरकार श्रीद्योगिक अधिकरण सं. 2, धनबाद के पंचाट (संदर्भ संख्या 132/99/1155) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-5-2002 को प्राप्त हुआ था।

[फा.सं.एल-20012/78/98-आई.आर. (सी-1)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 11th June, 2002

S.O. 2185.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 132/99/1155) of the Central Government Industrial Tribunal/Labour Court No. 2, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCC Ltd. and their workman, which was received by the Central Government on 20-5-2002.

[F. No. 20012/78/98-IR(C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. (2) AT DHANBAD

PRESENT :

Shri B. Biswas,
Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947.

Reference No. 132 of 1999

PARTIES :

Employers in relation to the management of 2/21 Pits Murulidih Colliery of M/s. BCCL and their workman.

APPEARANCES :

On behalf of the workmen : None.

On behalf of the employers : None.

STATE : Jharkhand

INDUSTRY : Coal

Dated, Dhanbad, the 7th May, 2002

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-116/97-E. 4 dated, the 27th January, 1999.

SCHEDULE

"Whether the action of the management to dismiss the services of Sh. Murali Harijan is justified? If not, to what relief the concerned workman is entitled to?"

2. In this reference only the workman side filed its W.S. The case then proceeded along its course. Subsequently a settlement Petition was filed by the parties under their signature I have gone through the terms of settlement and I find that the terms contained therein are fair, proper and in accordance with the principles of natural justice. Accordingly I accept the said settlement and pass an Award in terms thereof which forms part of the Award as Annexure.

B. BISWAS, Presiding Officer

ANNEXURE

नई दिल्ली, 11 जून, 2002

BEFORE THE PRESIDING OFFICER, CENTRAL
GOVT. INDUSTRIAL TRIBUNAL NO. 2 AT DHANBAD

Reference No. 132/99

PARTIES :

Employers in relation to the management of General
Manager, Mohuda now WJA of M/s. BCCL.

AND

Their workmen

The humble petition on behalf of the parties to the above
reference.

Most respectfully sheweth :—

1. That the Central Government by notification No. L-20012/78/98-IR(C-1) dated 27-1-99 has been pleased to refer the present case to the Hon'ble Tribunal for adjudication on the issue contained in the Schedule of reference which is reproduced below :—

"Whether the action of the management to dismis from Service of Sri Murali Harijan is justified? If not, to what relief the concerned workman is entitled to?"

2. That without prejudice to the respective contention of the parties, the dispute has been amicably settled on the following terms :

- That medical fitness through Area Medical Board will be done.
- That he has not withdrawn the CMPF accumulation nor paid gratuity.
- That if on this issue there is any court case conciliation that will be withdrawn.
- that his identity will be fully established.
- That he will discharge his duties with loyalty and devotion.
- That no wages whatever will be paid and claim by him for the period he was dismissed and subsequently to be re-instated.
- That on re-instatement he will be placed in Category-III surface.
- That after his re-instatement he will be posted at place where he can be gainfully deployed in the interest of the Company.

3. That in view of the aforesaid settlement no dispute subsists for adjudication.

4. Under the above circumstances it is humbly prayed that the terms of settlement may kindly be accepted as fair and proper and an Award may kindly be passed in terms of the settlement.

FOR THE WORKMAN

FOR THE EMPLOYERS

1. Sd/-

1. (H.S. GILL)

General Manager
WJA : Moonidih

2. Sd/-

2. (S. JHA)

Dy. C.P.M. : WJA

Witness :—

1. Sd/-

2. Sd/-

का.आ. 2186.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मेसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं.-2, धनबाद के पंचाट (संदर्भ संख्या 93/98/1145) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-5-2002 को प्राप्त हुआ था।

[फा.सं.एल-20012/101/97-आई.आर. (सी-I)]

एस. एस. गुप्ता, जवर सचिव

New Delhi, the 11th June, 2002

S.O. 2186—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 93/98/1145) of the Central Government Industrial Tribunal/Labour Court No. 2, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCC Ltd., and their workman, which was received by the Central Government on 20-5-2002.

[F. No. L-20012/101/97-IR(C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. Biswas, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d)
of the I.D. Act, 1947

REFERENCE NO. 93 OF 1998

PARTIES :

Employers in relation to the management of M/s.
B.C.C.L. and their workman.

APPEARANCES :

On behalf of the workman : None.

on behalf of the employers : Shri S. N. Sinha, Advocate.

STATE : Jharkhand

INDUSTRY : Coal.

Dated, Dhanbad, the 22nd April, 2002

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20112/101/55-Coal-I, dated, the 23rd March, 1998.

SCHEDULE

"Whether the action of the management of Bhowra (N) O.C.P. of M/s. BCCL in denial to regularise Shri B. C. Mitra as Statistical Clerk is justified? If not, what relief the concerned workman is entitled to?"

2. In this reference neither the concerned workman nor his representative was found present on the date fixed for hearing. However, the management was present through their Learned Advocate. It appears from the record that registered notice was sent to the concerned workman consequitively for causing his appearance before this Tribunal but he did not consider necessary to take any step. It is seen that this case was registered in this Tribunal in the month of March, 1998. As per rule 10B of the Industrial Disputes (Central) Rules it is mandatory provision on the part of the concerned

workman to submit W.S. within 15 days from the date of reference. With utter surprise it is noticed that four years have already been elapsed but the concerned workman did not consider necessary to submit his W.S. The attitude of the concerned workman shows clearly that he is not interested to proceed with the hearing of the reference. As such I do not find any cogent ground to adjourn the case further suo moto. Accordingly a 'No dispute' Award is rendered and the reference is disposed of on the basis of 'No dispute' Award presuming non-existence of any industrial dispute between the parties presently.

B. BISWAS, Presiding Officer

नई दिल्ली, 11 जून, 2002

का.आ. 2187.- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं.-2, धनबाद के पंचाट (संदर्भ संख्या 54/1996) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-5-2002 को प्राप्त हुआ था।

[का.सं. एन-20012/118/95-आई.आर. (सी-I)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 11th June, 2002

S.O. 2187.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 54/1996) of the Central Government Industrial Tribunal/Labour Court No. 2, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCC Ltd. and their workman, which was received by the Central Government on 28-5-2002.

[F. No. L-20012/118/95-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. Biswas, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947

REFERENCE NO. 54 OF 1996

PARTIES :

Employers in relation to the management of M/s. BCCL and their workman.

APPEARANCES :

On behalf of the workman : None.

On behalf of the employers : Shri D. K. Verma, Advocate.

STATE : Jharkhand

INDUSTRY : Coal.

Dated, Dhanbad, the 20th May, 2002

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/118/95-I.R. (Coal-I), dated, the 30th April, 1996/1st May, 1996.

SCHEDULE

Whether the Union is justified in demanding that Shri Vishram Singh, Operator RT is eligible for the benefit of dependent employment under Clause 9.4.3 of NCWA? If so, to what relief is the concerned workman entitled?

2. In this reference both the parties appeared before this Tribunal but only the workman side filed its Written Statement. Thereafter the reference proceeded along its course. Subsequently, the workman side abstained from appearing before this Tribunal and taking any steps further inspite of issuance of registered notices to them again and again. It reveals from the record that the instant reference is pending since 1996 and it is of no use to drag the same any more. Under such circumstances, a 'No dispute' Award is rendered and the reference is disposed of on the basis of 'No dispute' Award presuming non-existence of any industrial dispute between the parties presently.

B. BISWAS, Presiding Officer

नई दिल्ली, 11 जून, 2002

का.आ. 2188.- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं.-2, धनबाद के पंचाट (संदर्भ संख्या 57/1996) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-5-2002 को प्राप्त हुआ था।

[का.सं. एन-20012/159/95-आई.आर. (सी-I)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 11th June, 2002

S.O. 2188.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 57 of 1996) of the Central Government Industrial Tribunal/Labour Court No. 2, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCC Ltd. and their workman, which was received by the Central Government on 28-5-2002.

[F. No. L-20012/159/95-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 2) AT

DHANBAD

PRESENT :

Shri B. Biswas, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947.

Reference No. 57 of 1996

PARTIES :

Employers in relation to the management
of M/s. BCCL.

AND

Their Workman

APPEARANCES :

On behalf of the Workman.—None.

On behalf of the Employers.—Shri S. N.
Sinha, Advocate.

STATE : Jharkhand. **INDUSTRY :** Coal.

Dated, Dhanbad, the 21st May, 2002

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012|159|95-I.R.(Coal-I), dated, the 11th June, 1996.

SCHEDULE

“Whether the management of Khas Kusunda Colliery of M/s. BCCL is justified in not providing employment to the dependent of Shri Raju Das, Miner|Loader? If not, to what relief is the concerned workman entitled?”

2. In this reference both the sides appeared before this Tribunal but only the workman side filed its W.S. Thereafter, the reference proceeded along its own course. Subsequently the workman side abstained from appearing before this Tribunal and taking any steps, inspite of issuance of registered notices. It reveals from the record that the instant reference is pending since June, 1996 and it is of no use to drag the same any more. Under such circumstance a ‘No dispute’ Award is rendered and the reference is disposed of on the basis of ‘No dispute’ Award presuming non-existence of any industrial dispute between the parties presently.

B. BISWAS, Presiding Officer

नई दिल्ली, 11 जून, 2002

का.आ. 2189:— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबद्ध निधोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं-2, धनबाद के पंचाट (संख्या 168/2000 को)

प्रकाशित करती है, जो केन्द्रीय सरकार को 24-5-2002 को प्राप्त हुआ था।

[फा.सं.एल-20012/181/2000 आई.आर. (सी-I)]

एस.एस. गुप्ता, अवसर सचिव

New Delhi, the 11th June, 2002

S.O. 2189.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. 168|2000) of the Central Government Industrial Tribunal|Labour Court No. 2, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCC Ltd. and their workman, which was received by the Central Government on 24-5-2002.

[F. No. L-20012|181|2000-IR(C-I)]
S. S. GUPTA, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (No. 2) AT
DHANBAD**

PRESENT :

Shri B. Biswas, Presiding Officer

In the matter of an Industrial Dispute
under Section 10(1)(d) of the I.D.
Act, 1947.

Reference No. 168 of 2000

PARTIES :

Employers in relation to the management
of M/s. BCCL.

AND

Their Workman

APPEARANCES :

On behalf of the Workman.—Shri Arjun
Singh, Secretary, K.I.M.P.

On behalf of the Employers.—Shri D. K.
Verma, Advocate.

STATE : Jharkhand. **INDUSTRY :** Coal.

Dated, Dhanbad, the 13th May, 2002

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this

Tribunal for adjudication vide their Order No. L-20012/181/2000 (C-I), dated the 18-10-2000.

SCHEDULE

"Whether the action of the management of Katras Colliery in not regularising the services of Sri Rameshwar Rewani Pump Operator is justified? If not, to what relief is the concerned workman entitled and from what date?"

2. In course of hearing of the instant reference representative for the workman by filing a petition submitted before me to pass a 'No dispute' Award in the reference as the concerned workman is not willing to proceed further in it. Learned Advocate for the management raised no objection if the reference is disposed of on the basis of 'No dispute' Award. Heard both the sides on the said petition. Since the workman involved in the dispute is not willing to proceed further with the reference, there is no reason to keep the same alive suo moto by this Tribunal. Under such circumstances, a 'No dispute' Award is rendered and the reference is disposed of on the basis of 'No dispute' Award presuming non-existence of any industrial dispute between the parties presently.

B. BISWAS, Presiding Officer

नई दिल्ली, 11 जून, 2002

का.आ. 2190.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैमर्स बी.सी.सी.एल. के प्रबंधन के संवद नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं-2, धनबाद के पंचाट (संदर्भ संख्या 68/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-5-02 को प्राप्त हुआ था।

[फा.सं.एल-20012/185/98-आई.आर. (सी-1)]
एस.एस. गुप्ता, अवर सचिव

New Delhi, the 11th June, 2002

S.O. 2190.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 68/1999) of the Central Government Industrial Tribunal/Labour Court No. 2, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCC Ltd. and their workman, which was received by the Central Government on 20-5-2002.

[F. No. L-20012/185/98-IR(C D)]
S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

1915 GU/2002—45.

PRESENT :

Shri B Biswas, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947

REFERENCE NO. 68 OF 1999

PARTIES :

Employers in relation to the management of General Manager, M/s. BCC and their workman

APPEARANCES :

On behalf of the workman : None.

On behalf of the employers : None.

STATE : Jharkhand

INDUSTRY : Coal.

Dated, Dhanbad, the 7th May, 2002

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/18 IR (CM-I), dated, the 27th January, 1999.

SCHEDULE

"Whether the action of the management of Ram Kanali Colliery of M/s. BCC in not providing employment to Shri Halo Buia, son-in-law of late Chandra Bhuini, Ex-Wagon Loader under para 9.4.2 of NCWA is justified? If not, to what relief is Shri Halo Buia, son-in-law of late Chandri Bhuini entitled?"

2. In this reference only the workman side appeared before this Tribunal and filed his W.S. Thereafter, several adjournments were granted to the parties but both the parties abstained from appearing before this Tribunal and taking any steps in the matter of reference, inspite of issuance of registered notices to them again and again. It reveals from the record that the instant reference is pending since 17-7-99 and it is of no use to drag the same for years together for taking steps by the parties. Therefore, there is reason to believe that the parties involved in the dispute are not willing to proceed further in the instant reference. Under such circumstances, a 'No dispute' Award is rendered and the reference is disposed of on the basis of 'No dispute' Award presuming non-existence of any industrial dispute between the parties presently.

B. BISWAS, Presiding Officer

नई दिल्ली, 11 जून, 2002

का.आ. 2191.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैमर्स टिस्को के प्रबंधन के संवद नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं-2, धनबाद के पंचाट (संदर्भ संख्या 64/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-5-02 को प्राप्त हुआ था।

[फा.सं.एल-20012/193/98-आई.आर. (सी-1)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 11th June, 2002

S.O. 2191.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 64/1999) of the Central Government Industrial Tribunal/Labour Court No. 2, Dhanbad now as shown in the Annexure in the Industrial Dispute

between the employers in relation to the management of M/s. TISCO and their workman, which was received by the Central Government on 29-5-2002.

[F. No. L-20012/193/98-IR(C-1)]
S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. Biswas,
Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d)
of the I.D. Act, 1947.

Reference No. 64 of 1999

PARTIES :

Employers in relation to the G.M. (Collieries), M/s.
TISCO, Ltd.

AND

Their Workman.

APPEARANCES :

On behalf of the workman : None.
On behalf of the employers : None.

STATE : Jharkhand INDUSTRY : Coal

Dated, Dhanbad, the 7th May, 2002

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/19-IR (CM-I) dated, the 27th January, 1999.

SCHEDULE

"Whether the action of the management of Bhelatand Colliery of M/s. TISCO in not providing employment to Sh. Md. Afjal Hussain, Dependant son of late Ahmed Hussain, Ex-Miner on compassionate ground is justified? If not, to what relief Sh. Afjal Hussain, dependant son of late Ahmed Hussain is entitled?"

2. In this reference neither the concerned workman nor his representative appeared before this Tribunal on the date fixed. None also appeared on behalf of the management. It is seen from the record that the instant reference case was registered on 21-8-2001 by this Tribunal for adjudication. According to Rule 10B clause (1) of the I.D. Central Rules, 1957 it is mandatory on the part of the concerned workman to submit his W.S. within 15 days of the receipt of the order of reference. It is also seen that since 2001 the concerned workman inspite of getting ample opportunities have failed to file W.S. The concerned workman not only violated the statutory provision of law but also did not care submitting W.S. even at a later stage. Registered notices were also issued to the parties but to no effect. If the attitude of the concerned workman is taken into consideration there is sufficient scope to say that the concerned workman is not willing to proceed with the hearing of the instant reference case. Under such circumstances, there is no other alternative but to pass a 'No dispute' Award in this reference. Accordingly a 'No dispute' Award is rendered and the reference is disposed of on the basis of 'No dispute' Award presuming non-existence of any industrial dispute between the parties presently.

B. BISWAS, Presiding Officer

नई दिल्ली, 11 जून, 2002

का.आ. 2192:- औद्योगिक विवाद अधिनियम, 1947
(1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय

सरकार सैमर्स बी.सी.सी.एल. के प्रबंधन के संबंध
नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट
औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण
सं-2, धनबाद के पंचाट (संदर्भ संख्या 106/1993) को
प्रकाशित करती है, जो केन्द्रीय सरकार को 28-5-2002
को प्राप्त हुआ था।

[फा.सं.एल-20012/(194)/92-आई.आर. (सी-1)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 11th June, 2002

S.O. 2192.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 106/1993) of the Central Government Industrial Tribunal Labour Court No. 2, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCC Ltd. and their workman, which was received by the Central Government on 28-5-2002.

[F. No. L-20012(194)92-IR(C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (No 2) AT
DHANBAD

PRESENT :

Shri B. Biswas, Presiding Officer

In the matter of an Industrial Dispute
under Section 10(1)(d) of the I.D.
Act, 1947.

REFERENCE No. 106 OF 1993

PARTIES :

Employers in relation to the management
of Katras Choitudih Colliery of
M/s BCCL.

AND

Their Workman

APPEARANCES :

On behalf of the Workman.—Shri Arjun
Singh, Secretary, KIMP Union.

On behalf of the Employers.—Shri R. N.
Ganguly, Advocate.

STATE : Jharkhand. INDUSTRY : Coal.
Dated, Dhanbad, the 13th May, 2002

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012(194)92-I.R.(Coal-I) dated, the 16-7-93.

SCHEDULE

"Whether the action of the management of Katras Choitudih Colliery of M/s. BCCL in denying employment to Shri Deoki Nonia S/o. Smt. Lilwa Nonia under VRS for female employees is justified? If not, to what relief the workman is entitled?"

2. In course of hearing of the instant reference representative of the workman by filing a petition submitted before this Tribunal to pass a 'No dispute' Award in the reference as the concerned workman involved in the dispute is not willing to proceed further in the instant dispute. Learned Advocate for the management raised no objection if a 'No dispute' Award is passed in this reference. Since the workman involved in the dispute is not willing to proceed further in the reference there is no reason to keep the reference alive suo motu. Under such circumstances a 'No dispute' Award is rendered and the reference is disposed of on the basis of 'No dispute' Award presuming non-existence of any industrial dispute between the parties presently.

B. BISWAS, Presiding Officer

नई दिल्ली, 11 जून, 2002

का.आ. 2193.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं.-2, धनबाद के पंचाट (संदर्भ संख्या 97/1997) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-5-02 को प्राप्त हुआ था।

[का.सं.एल.-20012/200/96-आई.आर. (सी-I)]

एम.एस. गुप्ता, अवर सचिव

New Delhi, the 11th June, 2002

S.O. 2193.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1915 GI/02—46

1947), the Central Government hereby publishes the award (Ref. No. 97 of 1997) of the Central Government Industrial Tribunal Labour Court No. 2, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCC Ltd. and their workman, which was received by the Central Government on 18-5-2002.

[F. No. L-20012/200/96-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 2) AT DHANBAD

PRESENT :

Shri B. Biswas, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947.

REFERENCE No. 97 OF 1997

PARTIES :

Employers in relation to the management of Khas Jeenagora Area of M/s. BCCL.

AND

Their Workman

APPEARANCES :

On behalf of the Workman.—None.

On behalf of the Employers.—Shri D. K. Verma, Advocate.

STATE : Jharkhand. INDUSTRY : Coal.

Dated. Dhanbad, the 21st May, 2002

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/200/96-IR(C-I), dated the 27th August, 1997.

SCHEDULE

"Whether the demand of the Union for the regularisation of Shri Janardan Singh as Transport Munshi/Clerk

since 1990 with proper wages is legal and justified ? If so, to what relief is the workman entitled ?”

2. In this reference neither the concerned workman nor his representative appeared before this Tribunal on the date fixed. The management appeared through their learned Advocate all along. It is seen from the record that the instant reference case was registered on 25-9-97 by this Tribunal for adjudication. According to Rule 10B clause (1) of the I.D. Central Rules, 1957 it is mandatory on the part of the concerned workman to submit his W.S. within 15 days of the receipt of the order of reference. It is also seen that since 1997 the concerned workman in spite of getting ample opportunities have failed to file W.S. The concerned workman not only violated the statutory provision of law but also did not care to submit W.S. even at a later stage. Registered notices were also issued to them but to no effect. If the attitude of the concerned workman is taken into consideration there is sufficient scope to say that the concerned workman is not willing to proceed with the hearing of the instant reference case. Under such circumstances, there is no other alternative but to pass a ‘No dispute’ Award in this reference. Accordingly a ‘No dispute’ is rendered and the reference is disposed of on the basis of ‘No dispute’ Award presuming non-existence of any industrial dispute between the parties presently.

B. BISWAS, Presiding Officer

नई दिल्ली, 11 जून, 2002

का.आ. 2194.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं-2, धनबाद के पंचाट (संदर्भ संख्या 157/98/1321) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-5-2002 को प्राप्त हुआ था।

[फा.सं.एल-20012/295/97-आई.आर. (सी-I)]

एम.एस. गुप्ता, अवर सचिव

New Delhi, the 11th June, 2002

S.O. 2194.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 157/98/1321) of

the Central Government Industrial Tribunal Labour Court No. 2, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCC Ltd. and their workman, which was received by the Central Government on 24-5-2002.

[F. No. L-20012/295/97-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. Biswas, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947.

REFERENCE NO. 157 OF 1998

PARTIES :

Employers in relation to the management of Kessurgarh Colliery of M/s. BCCL.

AND

Their Workman

APPEARANCES :

On behalf of the Workman.—Shri S. N. Goswami, Advocate.

On behalf of the Employers.—Shri R. N. Ganguly, Advocate.

STATE : Jharkhand. INDUSTRY : Coal.

Dated, Dhanbad, the 13th May, 2002

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/295/97-IR(Coal-I), dated, the 28th May, 1998.

SCHEDULE

“Whether denial of re-employment of Sh. Subhas Nonia S/o Late Sitaram Nonia as Wagon Loader by the management of Block-II Area of M/s. BCCL is justified ? If not, to what relief is Shri Subhas Nonia entitled ?”

2. In course of hearing of the instant dispute learned Advocate representing the workman by filing a petition submitted before this Tribunal to pass a 'No dispute' Award in the instant reference as the concerned workman involved in the dispute is not willing to proceed further in the reference. Learned Advocate for the management raised no objection if the reference is disposed of on the basis of 'No dispute' Award. Heard both the parties on the said petition. Since the workman concerned involved in the dispute is not willing to proceed further in the instant reference, there is no reason to keep the same alive suo moto by this Tribunal. Under such circumstances a 'No dispute' Award is rendered and the reference is disposed of on the basis of 'No dispute' Award presuming non-existence of any industrial dispute between the parties presently.

B. BISWAS, Presiding Officer

नई दिल्ली, 11 जून, 2002

का.आ. 2195.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार संसद वी.सी.सी.एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं.2, धनबाद के पंचाट (संदर्भ संख्या 80/1993) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-5-2002 को प्राप्त हुआ था।

[फा.सं.एल-20012/328/92-आई.आर. (सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 11th June, 2002

S.O. 2195.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 80/1993) of the Central Government Industrial Tribunal/Labour Court No. 2, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCC Ltd. and their workman which was received by the Central Government on 25-5-2002.

[F. No. L-20012/328/92-IR(C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. Biswas, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947

REFERENCE NO. 80 OF 1993

PARTIES :

Employers in relation to the management of Putki Bahari Colliery of M/s. BCCL and their workman.

APPEARANCES :

On behalf of the workman : Shri A. Chamarla, Advocate.

On behalf of the employers : Shri B. M. Prasad, Advocate.

STATE : Jharkhand

INDUSTRY : Coal.

Dated, Dhanbad, the 20th May, 2002

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/328/92-IR. (Coal-I), dated, the 6th July, 1993.

SCHEDULE

"Whether the action of the management of BCCL in not treating Shri Ram Ratan Singh as their departmental employee and not paying his wages as per NCWA-IV is justified? If not, to what relief the workman is entitled?"

2. The case of the concerned workman according to W.S. in brief is as follows :—

The concerned workman in the W.S. submitted that he was engaged and has been working since 1984 at Putki Bahari Area of M/s. BCCL. He submitted that he is performing the job of Pipeline fittings, masonry works, plumbing, sanitary fittings etc. since the said period continuously but in spite of performing all those jobs the management have refused to pay wages to him according to NCWA and also under Contract Labour (Regulation and Abolition) Act. He submitted that in view of his continuous work since 1984 he is entitled to be absorbed as permanent employee under the management and also entitled to receive wages and other benefits as per provision of NCWA-IV applicable to the workman under the management. Accordingly he submitted representation to the management for his regularisation of service and also to pay wages as per NCWA-IV but the management has refused to consider his representation and as a result of which he raised an industrial dispute before the ALC(C) which ultimately resulted reference to this Tribunal. The workman has submitted his prayer for passing an Award directing the management to treat him as departmental employee under the management and also to pay wages as per NCWA IV.

3. The management on the contrary after filing W.S.-cum-rejoinder have denied all the claims and allegation which the concerned workman asserted in the W.S. Management submitted that the concerned workman was a contractor who had been entrusted to carry on household repairing jobs in the locality on contract basis. The said jobs are also temporary in nature and the same was issued as per work orders from time to time. The management further submitted that against performance of job on the basis of work orders the concerned workman used to submit bills on completion of the job which had been duly paid after proper checking and accordingly they have denied the claim of the concerned workman that he continuously worked under the management since 1984 for more than 240 days in each calendar year. Management further submitted that as the job was allotted to the concerned workman was on the basis of work order has claim for wages as per NCWA-IV would not arise at all. He never was appointed as casual worker for performing any work of permanent nature. The management further submitted that no employer-employee relationship ever existed between the concerned workman and the management and for which the concerned workman is not entitled to get any relief as prayed for. Accordingly the management submitted prayer rejecting the claim of the concerned workman.

4. The points for consideration in this reference are :—

"Whether the action of the management of BCCL in not treating Shri Ram Ratan Singh as their departmental employee and not paying him wages as per NCWA-IV is justified? If not, to what relief the workman is entitled?"

DECISION WITH REASONS

5. The concerned workman in order to substantiate his claim has examined two witnesses while the management also examined one witness in support of their claim. It is the specific contention of the concerned workman that since 1984 he is working under the management. He submitted that he used to perform the jobs namely pipe lines fitting, masonry job, sanitary fitting etc. as per direction of the management. He further submitted that his work under the management was continuous and he performed his duties regularly like a regular workman every day. He further disclosed that he completed 240 days of work in each calendar year. He disclosed that knowing fully well of his rendering services under the management they have refused to pay any wages like regular workman inspite of the fact that the work which he had to perform was permanent in nature. He submitted representation before the management for his regularisation in service and also to pay wages as per NCWA-IV. The concerned workman in support of his claim relied on a certificate issued by Mr. B.B.L. Verma, SE(Civil) I have considered the certificate in question. Considering the certificate issued by Mr. Verma it transpires that he worked under the management and took up some civil works on labour contract basis at Putki Bahihari Project. The concerned workman during his evidence also admitted the fact of submitting bills for the work performed by him in view of the work order issued by the management. The management in course of hearing submitted categorically that as a contractor they used to engage the concerned workman for performing some civil works and on the basis of work order and after completion of that particular job which was absolutely temporary in nature they used to pay charges as per bills submitted by him for the work done. The management categorically denied the fact that the concerned workman continuously worked for more than 240 days in a year since 1984. Considering the evidence of MW-1 and also considering the evidence of the concerned workman it transpires clearly that the management used to pay charges for the work done by the concerned workman on the basis of bill submitted by him. It is therefore clear that the concerned workman was not paid wages for the work done by him. It is the specific claim of the management that on the basis of contract the concerned workman was to be engaged for performing a particular job and after completion of the said job he used to get payment of the same on the basis of the bills submitted. Therefore, considering the evidence of both sides it is clear that the concerned workman performed some job under the management. Now the question is if such job performed by the concerned workman was continuous and permanent in nature or not. Onus absolutely rests on the concerned workman to establish that he worked for more than 240 days in each calendar year under the management. Onus also rests on the concerned workman to establish that he worked under the management like a regular employee. The concerned workman also in course of hearing has failed to produce a scrap of paper to show that he received wages from the management regularly. He also has failed to produce the I.D. Card to prove that he worked under the management as casual worker. Actually the concerned workman excepting the certificate issued by Mr. Verma, S.E. (Civil) has failed to submit any scrap of paper to show that he worked under the management as regular employee might be casual in nature since 1984. The certificate which the concerned workman relied marked as Ext. W-1 does not establish the claim of the concerned workman about performing his job under the management as regular employee. On the contrary from the submission of the concerned workman it shows that he performed some jobs of civil in nature on contract basis and used to draw payment on the basis of the bills submitted by him after performing the said job. Such work of the concerned workman in any circumstances can not be said as continuous in nature. As such in absence of any cogent evidence there is no scope to say that the concerned workman worked under the management continuously since 1984.

6. After careful consideration of all the facts and circumstances I find no hesitation to say that the concerned workman has failed to substantiate his claim beyond all reasonable doubt. In the result, the following Awards is rendered:—

"The action of the management of BCCL in not treating Shri Ram Ratan Singh as their departmental employee and not paying him wages as per NCWA-IV

is justified. The concerned workman is not entitled to get any relief."

B. BISWAS, Presiding Officer

नई दिल्ली, 11 जून, 2002

का.आ. 2196.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं-1, धनबाद के पंचाट (संदर्भ संख्या 48/98/777) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-5-02 को प्राप्त हुआ था।

[फा.सं.एल-20012/675/97-आई.आर. (सी 1)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 11th June, 2002

S.O. 2196.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 48/98/777) of the Central Government Industrial Tribunal/Labour Court No. 1, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C. Ltd. and their workman, which was received by the Central Government on 20-5-2002.

[F. No. L-20012/675/97-IR(C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT DHANBAD

In the matter of a reference under Section 10(1)(d)(2A) of the Industrial Disputes Act, 1947.

Reference No. 48 of 1998

PARTIES :

Employers in relation to the management of M/s. Bharat Coking Coal Ltd.

AND

Their Workmen.

PRESENT :

Shri S. H. Kazmi,

Presiding Officer.

APPEARANCES :

For the Employers : Shri D. K. Verma, Advocate.

For the Workmen : None.

STATE : Jharkhand

INDUSTRY : Coal

Dated, the 13th May, 2002

AWARD

By Order No. L-20012/675/97-IR(C-1) dated the 13th August, 1998 the Central Government in the Ministry of Labour has in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"1. Whether the action of the management in promoting Sri Shamin Akhtar, K. P. Garai, Hira Pramanik and Arvind to the post of 'T & S 'C' superseded the other senior drivers is legal and justified? If not,

- to what relief the workmen are entitled to?"
- "2. Whether the action of the management in denying the reference of Md. Ishmail driver for his voluntary superannuation on medical ground under para 9.4.3 of NCWA-IV is legal and justified? If not, to what relief Md. Ishmail or his dependent is entitled?"

2. It appears that despite several adjournments granted, right from the inception none is taking any step from the side of the workmen and the rejoinder and documents on behalf of the workmen have also not been filed as yet. It is thus apparent that the workmen or the sponsoring union is least interested in pursuing this matter any further or has lost interest. Any way, whatever may be the reason, considering the circumstances as noticed above it is needless to keep this matter pending any further.

3. In such circumstances, I render a 'No Dispute' award in the present reference case.

S. H. KAZMI, Presiding Officer

नई दिल्ली, 11 जून, 2002

का.आ. 2197.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार में एयर इण्डिया के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण (सं-1), मुम्बई के पंचाट (संदर्भ संख्या सी.जी.आई.टी.-09/1996) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-6-2002 को प्राप्त हुआ था।

[फा.सं.एल-20030/1/96-आई.आर. (सी-1)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 11th June, 2002

S.O. 2197.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-09/1996) of the Central Government Industrial Tribunal (No. 1) Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Air India and their workman, which was received by the Central Government on 4-6-2002.

[F. No. L-20030/1/96-IR(C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 MUMBAI

PRESENT :

Shri Justice S. C. Pandey,
Presiding Officer.

Reference No. CGIT-09/1996

PARTIES :

Employers in relation to the management of Air India.

AND

Their Workmen.

APPEARANCES :

For the Management : Mrs. Paralkar, Advocate.

For the Workman : Shri Jaiprakash Sawant, Advocate.

STATE : Maharashtra.

Mumbai, dated the 10th day of May, 2002

ORDER

1. Both the parties to the reference have jointly filed an application dated 16-4-2002 to the effect that subsisting disputes between the parties have been settled as per terms of the order passed by High Court of Bombay on 05th April, 2002 in writ petition No. 2653 (Annexure A to the application). Both the parties now say that dispute mentioned in the order of reference does not survive and therefore, this tribunal may pass appropriate award.

2. Looking to subsequent events recorded in the hereinabove this tribunal passes this order to the effect that this reference has become infructuous as parties have settled their disputes without the aid of the tribunal. Accordingly, this tribunal records that no dispute survives for determination by it.

S. C. PANDEY, Presiding Officer

नई दिल्ली, 11 जून, 2002

का.आ. 2198.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में इण्डियन एयरलाइंस लिमिटेड के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बंगलूर के पंचाट (संदर्भ संख्या 188/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-5-2002 को प्राप्त हुआ था।

[फा.सं.एल-20030/21/95-आई.आर.-(सी-1)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 11th June, 2002

S.O. 2198.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 188/97) of the Central Government Industrial Tribunal/Labour Court Bangalore, now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Indian Airlines Ltd. and their workman which was received by the Central Government on 24-5-2002.

[F. No. L-20030/21/95-IR(C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

Dated : 9th May, 2002

PRESENT :

Hon'ble Shri V. N. Kulkarni, B.Com., LLB.
Presiding Officer,
CGIT-cum-Labour Court,
Bangalore.

C.R. No. 188/97

I PARTY

Shri Mohd. Mahboob,
No. 18, Kempanna Road,
Maruthisevanagar,
Bangalore-560033.
Advocate—K. Rajamani

II PARTY

The Regional Director,
Indian Airlines Limited,
Southern Region,
Airlines House,
Meenambakkam,
Chennai.
Advocate—K. Kasturi

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-20030/21/95-IR(Coal-1) dated 28th November, 1996 for adjudication on the following schedule :

SCHEDULE

"Whether the management of Indian Airlines is justified in removing the workman Shri Mohammed Mahboob from service w.e.f. 16th June, 1994? If not, to what relief is the workman entitled?"

2. The First Party was working with the Second Party Management. Charge Sheet was issued for having committed misconduct and enquiry was held. On the basis of the Enquiry Report after conducting enquiry the first party was removed from service. Therefore, this Industrial Dispute is raised.

3. Parties appeared and filed Claim Statement and Counter respectively:

4. A very lengthy Claim Statement is filed by the workman.

5. The case of the first party in brief is as under :—

6. The first party workman was an Ex-Service man who was working under the Second Party Management as a permanent confirmed workman employee has put in long years of service. On 25-7-1994 punishment of removal from service was imposed by the management and the same is arbitrary and illegal.

7. It is the further case of the workman that he was placed under suspension by order dated 26th February, 1993 and thereafter charge sheet was given making certain allegations and it was alleged that he has committed a misconduct as per Clause 1, Clause 15(4), Clause 16(37) of the Standing Orders (Regulations) concerning discipline and appeal applicable to him. These regulations are hereinafter called as "Standard Orders". Thereafter this enquiry was held in which every provision of Standing Orders was violated and the workman was denied a reasonable opportunity to defend himself. In fact, the very initiation of the disciplinary proceedings is void ab initio and pursuant to the said proceedings, an order of penalty dated 25-7-94 has been passed against the workman and the management also made an approval application before the National Industrial Tribunal seeking approval of the penalty of removal from service imposed on the workman. The approval application filed by the management, is not maintainable and is liable to be rejected.

8. The disciplinary proceedings were initiated against the workman by issue of charge sheet dated 18th March, 1993. The Charge Sheet was issued by the Station Manager, Indian Airlines Ltd., Bangalore, making vague and sweeping generalization. The Charge Sheet was not issued by the Competent Authority. Regarding Standing Orders details are given in para 5 and 6 of the Claim Statement. The charges were vague. There was no specific date and no specific flight mentioned regarding the flights by which unbooked excess quantity of flowers were said to have been transported.

9. Statement of witnesses were not furnished in time. Statement of Mr. Siddiah was not made available to him. The appointment of Shri R. Pushpavanam as Enquiry Officer is vitiated for many reasons as stated in para 8 and 9 of the Claim Statement. Central Bureau of Investigation has filed FIR against one Shri Babai and others including some unknown flower merchants to the effect that between 19-5-89 and 28-9-89 A1 to A6 therein dishonestly by abusing their official position did not account for a total of 7020 baskets of flowers weighing 1,08,786 Kgs. received from one Mr. Ameer and other unknown flower merchants from Bangalore to Bombay by flight without collecting air consignment charges and thereby caused wrongful loss to the Indian Airlines and wrongful gain to them. There was nothing blame worthy on the part of the workman and the FIR ended without any prosecution. Regarding FIR and Charge Sheet details are given.

10. In para 11 it is stated that the enquiry is correct and charges were vague and the workman asked certain documents and registers but they were not furnished to the workman. Certain registers were also not produced. Many details are

given in this regard in para 11 of the Claim Statement. In fact initiation of enquiry was malafide and the enquiry is not correct. Copy of the CBI report was not furnished to the workman. Reasonable opportunity was denied to cross examine the witnesses and documents were not furnished in time. The enquiry officer closed the enquiry without any reasonable opportunity to the workman. Many details are given in para 15, 16 and 17 of the Claim Statement.

11. It is the further case of the workman that the Station Manager, Bangalore, who had issued the charge sheet issued notice dated 12-4-94 calling upon the workman to make his submission on the report of the enquiry. The order of the Station Master is untenable. The finding of the Enquiry Officer that the workman prepared a consignment note on 27-9-1989 is out side the purview of the Enquiry proceedings and unsubstantiated. The enquiry was not held in accordance with the standing orders. The first party workman was an active member of the Trade Union. He has been victimized for his legitimate trade union activities. The action of the management is not correct. The workman for these reasons and for some other reasons has prayed to pass award in his favour.

12. The case of the Second Party in brief is as follows :

13. The main contention of the management is that during the period 1-10-1984 to 21-6-1989 the workman was working at Domestic Cargo Section at Airport, Bangalore. It came to light that during the years 1988 and 1989, the first party workman was involved in unauthorized dispatch of flower baskets on their flight without accounting for the same in the cargo manifest in connivance with some other employees and committed misconduct and accordingly charge sheet was issued.

14. Regarding enquiry it is said that the explanation given by the workman is not correct and enquiry was initiated. All the documents were furnished to the workman. Witnesses who were examined by the management were cross examined and the evidence was recorded in the presence of the first party workman. Elaborate enquiry was conducted with utmost regard and full opportunity was given to the workman to defend himself during the enquiry. The action of the Management in removing the first party from service is correct. As a reference to the National Industrial Tribunal an application under Section 33(2)(b) of the Industrial Disputes Act was filed before NIT for approval of the action. NIT by its order dated 23-9-97 held that a prima facie case was made out and granted approval without prejudice to the right of the workman to agitate his rights in the dispute already raised.

15. Regarding enquiry all the details have given and it is said that the enquiry is fair and proper. The Division Bench of the High Court of Karnataka observed that where the Standing Orders and Regulations have been in force for a long time the doctrine of stare decisis will apply and the Standing Orders will be applicable. In a departmental enquiry any evidence which has probative value and has nexus to the charge can be taken on record and the standard of proof required in the domestic enquiry is preponderance of probability. Some judgments are also cited contending that the Enquiry is fair and proper. In any event, the request for document pales into insignificance, when the charge sheeted employee requested for closure of the enquiry on 30th September, 1993 itself, after the cross examination of all the witnesses was over. Therefore, the first party cannot contend that the enquiry is vitiated for non furnishing of the documents.

16. It is the further case of the management that merely because the Preliminary investigation report of the CBI and the recommendations of CBI have been the basis of disciplinary proceedings, the first party will not be entitled to a copy of the Report of the CBI, especially, when it is admitted that the said report was not marked as an Exhibit in the enquiry. All the allegations made by the first party are not correct. The Station Manager, Bangalore who is the Deputy Departmental head issued notice to say about the report of the Enquiry Officer. Management for these reasons and for some other reasons has prayed to reject the reference.

17. It is seen from the records that the management examined MW1, Shri R. Pushpavanam who has conducted departmental enquiry against the first party. His evidence is that he conducted the enquiry against the workman. Charge Sheet was given to the workman and all the witnesses were examined in the presence of the workman. He is cross

examined but nothing is made out from his cross examination to disbelieve his evidence.

18. Against this the workman gave evidence saying that the enquiry is not correct. The Enquiry Officer has explained the procedure of enquiry.

19. It is seen from the records that after hearing the arguments and considering the evidence, this Tribunal by its order dated 11th August, 1999 has held that the DE is Fair and Proper. A very detailed order is passed by this tribunal and all the points raised by the workman regarding the enquiry are considered. Thereafter the case was posted for arguments on merits. I have heard the detailed arguments on both sides. I have carefully perused the written arguments of both sides. A very lengthy Written Arguments are filed by the parties. I have read them carefully. I have considered the decisions relied by the management and the workman. Management has relied the following decisions :

- (1) 1963(1) LLJ Page 679
- (2) Vol. 81 FJR Page 572
- (3) 1997 LLR Page 778
- (4) 2000(II) LLJ Page 1395
- (5) 2001(1) LLN Page 583
- (6) 2001 LLR Page 357

20. Additional Written arguments were also filed by the management.

21. Now that the enquiry is held as fair and proper the workman has to establish that the finding of the Enquiry Officer is perverse and the charges are not proved and he has not committed any misconduct. I have carefully perused the entire Enquiry Proceedings, the evidence and the documents relied by the management.

22. It is clear from the records that very systematic enquiry was held and full opportunity was given to the workman to defend during the Enquiry. The finding of the Enquiry Officer is that the charges are proved and that is based on sound reasoning and all the materials placed before me.

23. It is established by the management that on 27-9-89 even though he was not posted to Cargo Section, he prepared the consignment note for flower shipment and was sent by IC-604. He was also loading Supervisor on that day and loaded with the assistance of 2 other loaders, flowers shipment in IC 604 of the date even though as per the trim sheet, no flower baskets were booked on the said flight and the consignment was also received on Bombay. Thus the act of misconduct regarding sending flower consignment by IC 604 of 27-9-89 was proved by the Management. The misconduct is proved. The workman is responsible for breach of clause and committed misconduct within the meaning of clause 1, 16(4) and 16(37) of the Standing Orders Regulations (Regulation concerning discipline and appeal applicable to the 1st party.)

24. It is also proved by the management that on 27-9-1989 the first party was in Passenger Handling Section and as per Cargo manifest prepared no flower baskets were to be dispatched by flight IC 604 on 27-9-89. However, first party directed Mr. Nagaraj, Loader and Mr. Devanji to load two trolleys of flower baskets brought by Sheik Ahmed in the front hold and rear hold of IC 604 on 27-9-89. These consignments were however, not shown in the cargo manifest.

25. I have read the decisions relied by the management. From the decisions relied by the management and the enquiry report I am of the opinion that the finding of the Enquiry Officer is correct and the first party workman has not shown that the Enquiry Report is perverse.

26. I have carefully considered all the documents and the trim sheets.

27. In the Written Argument filed by the first party workman it is seen from the records that regarding enquiry much criticism is made and tried to establish that the finding of the enquiry officer is perverse. But in my opinion the enquiry proceedings reveal that the Enquiry Officer has considered all the documents correctly and has appreciated the oral evidence and the finding is not perverse. Much attack is made about the Enquiry Proceedings but when there is a finding that the enquiry is fair and proper I am of the opinion that

these things will not help the workman. He has to only establish now that the finding is perverse. But in my opinion the finding is not perverse. Management has adduced evidence regarding receipt and delivery details of all the flower baskets and all the relevant documents were filed during the enquiry.

28. The contention of the workman in the Written argument that the original documents were not produced by the management is not correct.

29. The workman has not proved victimization at all. I have given my best consideration in the material before me and I am of the opinion that the workman has not established that the finding of the Enquiry Officer is perverse. Accordingly I proceed to pass the following Order :

ORDER

The reference is rejected.

(Dictated to PA transcribed by her corrected and signed by me on 9th May, 2002.)

V. N. KULKARNI, Presiding Officer

नई दिल्ली, 13 जून, 2002

का.आ. 2199—केन्द्रीय सरकार संतुष्ट है कि लोकहित में ऐसा अपेक्षित है कि लौह अयस्क खनन उद्योग में सेवाओं को जिसे औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची की प्रविष्टि 16 के अन्तर्गत निर्दिष्ट किया गया है, उक्त अधिनियम के प्रयोजनों के लिए लोक उपयोगी सेवाएं घोषित किया जाना चाहिए।

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (इ) के उप-खण्ड (6) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए तत्काल प्रभाव से छः मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[फा.सं.एस.-11017/13/97-आई.आर. (पी.एल.)]

एच.सी. गुप्ता, उप सचिव

New Delhi, the 13th June, 2002

S.O. 2199.—Whereas the Central Government is satisfied that the public interest requires that the services in the Iron Ore Mining Industry which is covered by item 16 of the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947), should be declared to be a public utility services for the purposes of the said Act.

Now, therefore, in exercise of the powers conferred by sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares with immediate effect the said industry to be a public utility service for the purposes of the said Act for a period of six months.

[F. No. S.-11017/13/97-IR(PL)]

H. C. GUPTA, Dy. Secy.

नई दिल्ली, 18 जून, 2002

का.आ. 2200.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार, भारत सरकार के राजपत्र असाधारण भाग-II खण्ड 3 (ii) में दिनांक

11 जनवरी, 2000 को प्रकाशित भारत सरकार, श्रम मंत्रालय की अधिसूचना संख्या का. आ. 32 (अ) दिनांक 4 जनवरी, 2000 में निम्नलिखित संशोधन करती है :

उक्त अधिसूचना में “इन प्रयोजनों हेतु केन्द्र सरकार द्वारा मान्यता प्राप्त नियोक्ता संगठनों के परामर्श से धारा 4 के खंड (ख) के अन्तर्गत केन्द्र सरकार द्वारा नियुक्त” शीर्षक के तहत क्रम संख्या 33 के सामने प्रविष्टियों के स्थान पर निम्नलिखित प्रविष्टियां प्रतिस्थापित की जाएंगी, अर्थात्

“श्री यू.के. दीक्षित,
निदेशक-स्कोप
स्कोप काम्प्लेक्स,
7, लोधी रोड, नई दिल्ली-110001”

[फा. सं. यू-16012/1/98-एस.एस.-I]

आलोक अग्रवाल, अवर सचिव

New Delhi, the 18th June, 2002

S.O. 2200.—In exercise of the powers conferred by Section 4 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Labour No. S.O. 32(E), dated the 4th January, 2000 published in the Gazette of India, Extraordinary, Part II, Section 3(ii) dated the 11th January, 2000.

In the said notification under the heading “Appointed by the Central Government under clause (f) of Section 4 in consultation with the organizations of

employers recognized by the Central Government for the purpose”, for the entry against S. No. 33, the following entries shall be substituted, namely :—

“Sh. U. K. Dixit
Director-SCOPE
SCOPE Complex
7-Lodhi Road, New Delhi-110001.”

[F. No. U-16012/1/98-SS.I]
ALOK AGARWAL, Under Secy.

नई दिल्ली, 21 जून, 2002

का.आ. 2201.—उत्प्रवास अधिनियम, 1983 (1983 का 31) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार के गृह मंत्रालय के सचिवालय सेवा संवर्ग के अनुभाग अधिकारी श्री टोनी पायलोथ को दिनांक 12 जून, 2002 (पूर्वाह्न) से श्रम मंत्रालय में उत्प्रवासी संरक्षी, कोचीन, नियुक्त करती है।

[फा. सं. एस.-11011/1/2000-उत्प्रवास]

पी. करुपासामी, उप सचिव

New Delhi, the 21st June, 2002

S.O. 2201.—In exercise of the powers conferred by Section 3, Sub-Section (1) of the Emigration Act, 1983 (31 of 1983), the Central Government hereby appoints Shri Tony Pyloth, Section Officer of CSS Cadre Ministry of Home Affairs, as Protector of Emigrants, Cochin with effect from 12th June, 2002 (Forenoon).

[F. No. S-11011/1/2000-Emig.]
P. KARUPASAMY, Dy. Secy.